

2016



## GUJARAT ENERGY RESEARCH AND MANAGEMENT INSITUTE

### TENDER DOCUMENT FOR SUPPLY OF IT CONSUMABLES TO GERMI ON RATE CONTRACT BASIS

TENDER NO.: GERMI/ITD/2016/005

TENDER ISSUE DATE: 16.12.2016

TENDER SUBMISSION DATE: 05.01.2017

CORRESPONDENCE ADDRESS:

GERMI BUILDING, PDPU CAMPUS,  
KNOWLEDGE CORRIDOR, RAISAN,  
GANDHINAGAR, GUJARAT - 382007



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**TENDER NOTICE**

1. Sealed tenders are invited under **two bid system viz. Technical Bid and Financial Bid** from manufacturers/authorized distributors/dealers for supply of **IT consumable items to Gujarat Energy Research and Management Institute on rate contract basis**. The approximate value of annual procurement is **Rs. 1.5 lakh (Rupees One Lac Fifty Thousand only)**.
2. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs. 1500 in the form of Demand Draft drawn in favour of '**Gujarat Energy Research and Management Institute**' payable at Gandhinagar.
3. In the first instance, the technical bids will be opened on **05.01.2017 at 1600 hrs** and evaluated by the empowered Committee. At the second stage, Financial Bids of technically qualified Bidders only will be opened on **05.01.2017 at 1600 hrs** for further evaluation and ranking before awarding the contract.
4. This tender document consists of (i) Instructions to the Bidders; (ii) terms and conditions of the tender; (iii) Technical Bid; (iv) Financial Bid (Price schedule) and annexures as mentioned therein.
5. The tender document can be downloaded from the website of GERMI i.e. [www.germi.org](http://www.germi.org). Bidders are requested to go through the instructions to the bidders and terms & conditions contained in the bid document. There is no tender fee nor is any fee required to be paid at the time of submission of the bids.
6. The tender, complete in all respects, should be submitted in a prescribed form along with supporting documents in sealed envelopes addressed to the **Secretary & Trustee, Gujarat Energy Research and Management Institute, Gandhinagar, Gujarat** must reach on or before **05.01.2017 by 1600 hrs**. Bids should be hand delivered at the afore mentioned address on or before the said date.
7. GERMI reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. Further Addendum/Corrigendum, if any, will be uploaded onto website of GERMI only. The decision of Secretary & Trustee GERMI, in this regard, shall be final and binding on all.

**IMPORTANT DATES, TIME, AND AMOUNT**

- i. Last date of Tender submission : 05.01.2017 by 1600 hours
- ii. Opening of Technical bids : 05.01.2017 by 1700 hours
- iii. Opening of Financial bids : 06.01.2017 by 1600 hours
- iv. EMD Amount : Rs. 1,500.00

## **INSTRUCTIONS TO THE BIDDERS**

### **1. Definitions**

- i. "The purchaser" means the Gujarat Energy Research and Management Institute.
- ii. "The bidder" means the individual or firm who participates in this tender and submits bid.
- iii. "The supplier" means the individual or firm supplying the goods under the contract.
- iv. "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation.

### **2. Bid documents**

- 2.1. The bid documents consists of the following –
  - i. Notice inviting tender
  - ii. Instructions to the bidder
  - iii. Terms and conditions of the tender
  - iv. Technical bid format
  - v. Financial bid format (price schedule)
- 2.2. The bidder(s) is/ are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in rejection of the bid.

### **3. Documents / Certificates**

The bidders are required to submit technical bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further:

- i. Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.)
- ii. Copy of CST/VAT/TIN Registration Certificates;
- iii. Copy of PAN Card;
- iv. Not used;
- v. Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years;
- vi. Copy of valid certificate of registration with DGS&D specifying the technical details of the product /item and price under rate contract agreement with DGS&D; if any.
- vii. Proof of experience in supplying to Government Departments (Copies of two Purchase Orders received from Govt. depts. / PSUs during each of the last three years should be enclosed)
- viii. Declaration regarding blacklisting or otherwise. (**Annexure-I**).

### **4. Clarification on Bid Documents**

- 4.1. A prospective bidder requiring any clarification on the Bid Documents may notify the Commercial Department, GERMI in writing or by e-mail at the mailing address [madhu.c@germi.res.in](mailto:madhu.c@germi.res.in). Such requests for clarifications should be sent not later than three days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to GERMI website [www.germi.org](http://www.germi.org) for the benefit of all the prospective bidders or will be intimated individually to the concerned bidder if found specific to the bidder.
- 4.2. Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clauses of the bid document.

**5. Amendment of Bid Documents**

- 5.1. At any time prior to the dead line for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on to GERMI website [www.germi.org.in](http://www.germi.org.in) for the benefit of all the prospective bidders.
- 5.2. In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Commercial Department may, at his discretion, extend the deadline for the submission of bids.

**6. Rejection of incomplete and conditional tenders**

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

**7. Non transferability**

This tender is non transferable.

**8. Minimum eligibility criteria**

Bidder(s) should

- i. be an Indian company/firm/authorised agent engaged in **supply of IT consumable items** in bulk in Gandhinagar/Ahmedabad and having its Office (head office/ regional/ Branch Office) in Gandhinagar/Ahmedabad.
- ii. have minimum **three years** of experience of supplying **IT consumable items on rate contract basis** in bulk to the Departments/Ministries of the Government of Gujarat/PSUs (Copies of one **Purchase Orders** received from Govt. depts. / PSUs during each of the last three years should be enclosed, if any)
- iii. have minimum Turnover of **Rs. 30 lakh** per year during each of the last three years (valid and certified proof has to be attached).
- iv. not have been blacklisted by the Depts/Ministries of the Govt. of Gujarat/PSUs (declaration has to be submitted in the specified format given at annexure-1)

However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

**9. Details of Rate Contract with DGS&D**

The bidders shall also inform whether any of the IT consumable items which the firm is quoting rates is/are covered under Rate Contract with DGS&D. In case, the item is covered, the details as to the price, validity period, etc may be furnished.

**10. Language of Bid**

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

**11. Documents comprising the bid**

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid.

- i. The technical bid should be sealed in a separate cover and super scribed "**technical bid for supplying IT consumable items to GERMI on rate contract basis**". All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- ii. The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule.

**N.B. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected.**

**12. Bid Prices**

- 12.1. The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT, packing, forwarding, etc., as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
- 12.2. Only one price should be quoted for each item (for a single brand) and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
- 12.3. Rates should be valid for one year from the date of signing of the agreement. Rates/ prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. However, in case of decrease in prices, the benefit shall be passed on to the Purchaser. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- 12.4. Prices should be quoted FoD basis (Free delivery at GERMI).

**13. Bid Security/ Earnest Money Deposit (EMD)**

- 13.1. EMD of Rs. 1500 in the form of banker's cheque/ demand draft from any scheduled bank drawn in favour of "**Gujarat Energy Research and Management Institute**" payable at Gandhinagar shall accompany the bid.
- 13.2. EMD shall remain valid for a period of **90 days**.
- 13.3. A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- 13.4. EMD for lesser amount / EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- 13.5. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.
- 13.6. The Bid security of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 13.7. The bid security may be forfeited:
  - i. If a bidder withdraws his bid during period of bid validity specified in the bid document
  - ii. In the case of successful bidder, if the bidder fails to :
    - a. sign the contract within stipulated time period
    - b. Not used

**14. Period of validity of bids**

The bid shall remain valid and open for acceptance for a period of **60 days** from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

**15. Signing of the bids**

- 15.1. **The bid shall be typed or printed.** All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- 15.2. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 15.3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.



**16. Submission of Bid**

- 16.1. The bid shall be submitted in accordance with the procedure detailed herein:
- Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
  - Envelope No.1** Shall contain the EMD as indicated in clause 13.2 of these instructions to bidders.
  - Envelope No.2** Shall contains all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.
  - Envelope No.3** shall contain the rates / prices of the items duly filled in (schedule of rates) and signed and stamped. The bidder must fill up quoted price against each item in the spaces provided in the respective columns.

**N.B. Price should not be indicated in any of the documents enclosed in envelope 1 and / or 2.**

- 16.2. All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders i.e. **Supply of IT consumable items to GERMI on Rate Contract Basis** along with Tender Number, due date and time and shall be sealed in a fourth envelope (fourth envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to **The Secretary & Trustee, Gujarat Energy Research and Management Institute, 1<sup>st</sup> Floor, GERMI Building, Knowledge Corridor, Raisan, Gandhinagar, Gujarat - 382007** and must reach on or before **05.01.2017 by 4.00 P.M.** If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

16.3. Not used

16.4. All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

16.5. The bidder shall seal the bid.

**17. Deadline for submission of bids**

- 17.1. Bids must be submitted to the Secretary & Trustee, GERMI on or before the prescribed date and time i.e. on or before 05.01.2017 by 1600 hrs.
- 17.2. No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids.
- 17.3. Secretary & Trustee, GERMI may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 17.4. The responsibility for submission of the bids in time would rest with the bidder.
- 17.5. Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 17.6. Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

**18. Modification and withdrawal of bids**

- 18.1. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.
- 18.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 16. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the Purchaser before the deadline for submission of bids).
- 18.3. Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

**19. Bid Opening and Evaluation**

- 19.1. **Envelop No.1** containing the bid security shall be opened by the Committee **at 5.00 P.M on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the EMD is not found as prescribed the bid shall be summarily rejected.
- 19.2. **Envelop No. 2** containing the technical bid shall then be opened. Bids shall be numbered serially. The bidder's names, documents submitted/ not submitted and such other details as the Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 19.3. The Technical Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**
- 19.4. The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the empowered Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.
- 19.5. **Envelop No.3:** Containing the sealed price bid of bidders whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date (after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.
- 19.6. Only summary of prices quoted by the bidders will be read out.

**20. Process to be confidential**

- 20.1. After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 20.2. Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

**21. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

**22. Determination of Eligibility & Responsiveness**

- 22.1. The empowered Committee will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.
- 22.2. A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

**23. Evaluation and Comparison of Bids**

- 23.1. Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 25 will be evaluated. Other non responsive bids will be rejected.
- 23.2. Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- 23.3. Evaluation of the bids will take into account, in addition the bid amounts, the following factors;
  - i. Arithmetical errors corrected in accordance with Clause 25.2
  - ii. Such other factors as may be considered to have a potentially significant impact on contract execution price and payments.
- 23.4. Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation.

**24. Technical evaluation**

- 24.1. Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.
- 24.2. Prior to financial evaluation, pursuant to clause 25, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**
- 24.3. A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity. However, if there are minor clarifications needed from the bidder same can be asked for immediately after opening of technical bid on the discretion of Commercial Department, GERMI.

**25. Financial evaluation and comparison of substantially responsive technical bids**

- 25.1. The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful bidders would be called to attend opening of financial bids. **The financial bids of unsuccessful bidders would not be opened.**
- 25.2. Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:
  - i. Where there is discrepancy between amounts in figures and in words, amount in words will govern;
  - ii. Incorrectly added totals will be corrected;
  - iii. Not used;
  - iv. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.
- 25.3. The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

**26. Contacting the Purchasers**

- 26.1. Subject to clause 21 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
- 26.2. Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**27. Award of Contract**

27.1. Subject to Clause 24 & 25, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contract works.

**28. Right to accept / reject any or all Bids**

28.1. Notwithstanding Clause 24 & 25, Secretary & Trustee, GERMI reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

**29. Notification of Award**

29.1. Prior to the expiration of the prescribed period of bid validity, the **Commercial Department** will notify the successful bidder by fax or e mail or letter confirming in writing that his bid has been successful .

29.2. The notification of award will constitute the formation of the contract.

29.3. Not used.

**30. Signing of Agreement**

30.1. Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the Commercial Department within a week of the date of receipt of notification of award. The Commercial Department shall return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within one week from the receipt of the approved draft.

**31. Annulment of the Award**

31.1. Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

31.2. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

31.3. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

**32. Not used**

## **TERMS AND CONDITIONS OF THE TENDER**

### **33. Application**

33.1. The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods/Services.

### **34. Standards**

34.1. The goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid.

34.2. The bidder should furnish the full specification of the goods such as weight, dimensions, unit, length, colour/ shade, make/ brand etc. offered in the tender. No change shall be permitted after opening of bids.

### **35. Not used**

### **36. Not used**

### **37. Force Majeure**

37.1. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

### **38. Termination for Default**

38.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part ,if

38.2. the supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;

38.3. the supplier fails to perform any other obligation(s) under the Contract; and

38.4. the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

38.5. In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

**39. Termination for Insolvency**

39.1. The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**40. Set Off**

40.1. Any sum of money due and payable to the supplier under this contract may be appropriated by the purchaser and set off the same against any claim of the Purchaser for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser.

**41. Settlement of disputes**

41.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of an Arbitrator, mutually selected by both the. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

**42. Mode of Payment**

42.1. Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of GERMI. Payment will be made direct to the supplier through **A/c payee cheque only**.

42.2. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

**43. Not used****44. Agreement**

44.1. The selected bidder should sign an agreement with Gujarat Energy Research and Management Institute (GERMI) as per the specimen (**Annexure -5**).

**45. Purchaser's Rights**

45.1. GERMI reserves the right to award the contract to more than one Bidder.

45.2. GERMI reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

45.3. If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.

**46. Delivery**

46.1. The delivery of the products will be staggered over the year. Whenever there will be requirements received internally within GERMI, the Purchaser will be issued a Purchase Order and based on that, the Purchaser will have to deliver the items at GERMI office either on immediate basis or within 20 days receiving the order, depending upon the urgency of requirement and availability of materials with the supplier.

**47. Penalty for substandard / inferior quality**

- 47.1. If it is found that items are fake or of substandard quality and not conforming to the required specifications, the firm, will not have to replace the fake/substandard items with genuine ones but they will also be liable to be blacklisted.
- 47.2. If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

**48. Validity of rates**

- 48.1. Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non responsive.

**49. Supply in original packing**

- 49.1. The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

**50. General/Others**

- 50.1. In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice.
- 50.2. The bidders will be bound by the details furnished by him / her to GERMI, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**

**TECHNICAL BID**

1. Name of the bidder:
2. Address of the bidder :
3. Contact Details of the bidder:
  - a. Tel. No. with STD (O)..... (Fax)..... (R).....
  - b. Mobile No..... (c)E-mail.....(d) Website.....
4. Name of Proprietor/Partners/Directors of the firm/agency:
5. Bidder's bank and its address and his current account number:
6. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)
7. CST/VAT/Excise Duty/TIN, etc. registration details (Pl. attach copies of the relevant documents/certificates)
8. Copy of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder
9. Not used
10. Annual turnover for the last three years  
(Audited a/c statements such as P&L a/c, balance sheets, etc for last three years should be attached)
11. Proof of experience in supplying the IT consumable items to PSUs/Govt. Depts (Copies of two Purchase Orders received from Govt. depts./ PSUs during each of the last three years should be enclosed)
12. Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs as given in **Annexure -I**
13. Documents in support of having registration with DGS&D for supplying the item under rate contract to the Government Departments/ PSU's (Refer sl. no. 9 of Instructions to the bidders)
14. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.
15. Details of Award / Certificates of merit etc, if any, received from any organization (Please attach copy of the certificates, if any)
16. Not used
17. Any other information document: please specify

**N.B. Bidders to ensure that all**

- i. **Pages have been signed and stamped by the authorized persons**
- ii. **Pages have been numbered**
- iii. **Documents are legible (clearly readable)**

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

**Dated..... Name & Address of Firm.....**

Authorized Signature & Seal of the Firm



**SCHEDULE OF RATES (FINANCIAL BID)***(On company's letter head)*

Letter No.: \_\_\_\_\_

Date: \_\_\_\_\_

**To**  
**The Secretary & Trustee**  
**GERMI, Gandhinagar**

**Sir,**

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for supply of the items required. My / our rates are as under-

| Sl. No. | Details of the item           | MRP per Unit (Rs.) | Rate offered per unit (Rs.) | Sales Tax (Rs.), if any | VAT (Rs.), If any | Excise Duty (Rs.), If any | Total (2+3+4+5)<br>Rs. in figures | Total In Words (Rs.) |
|---------|-------------------------------|--------------------|-----------------------------|-------------------------|-------------------|---------------------------|-----------------------------------|----------------------|
|         |                               | 1                  | 2                           | 3                       | 4                 | 5                         | 6                                 | 7                    |
|         | <b>Mouse</b>                  |                    |                             |                         |                   |                           |                                   |                      |
| 1       | USB Mouse (Logitech)          |                    |                             |                         |                   |                           |                                   |                      |
| 2       | USB Mouse (i-ball)            |                    |                             |                         |                   |                           |                                   |                      |
| 3       | USB Mouse (Dell)              |                    |                             |                         |                   |                           |                                   |                      |
| 4       | Wireless Mouse (Logitech)     |                    |                             |                         |                   |                           |                                   |                      |
| 5       | Wireless Mouse (Dell)         |                    |                             |                         |                   |                           |                                   |                      |
| 6       | Wireless Mouse (Microsoft)    |                    |                             |                         |                   |                           |                                   |                      |
|         | <b>Keyboard</b>               |                    |                             |                         |                   |                           |                                   |                      |
| 7       | USB Keyboard (Logitech)       |                    |                             |                         |                   |                           |                                   |                      |
| 8       | USB Keyboard (i-ball)         |                    |                             |                         |                   |                           |                                   |                      |
| 9       | USB Keyboard (Dell)           |                    |                             |                         |                   |                           |                                   |                      |
| 10      | Wireless Keyboard (Logitech)  |                    |                             |                         |                   |                           |                                   |                      |
| 11      | Wireless Keyboard (Dell)      |                    |                             |                         |                   |                           |                                   |                      |
| 12      | Wireless Keyboard (Microsoft) |                    |                             |                         |                   |                           |                                   |                      |
|         | <b>Flash Drive</b>            |                    |                             |                         |                   |                           |                                   |                      |

|    |                                    |  |  |  |  |  |  |  |
|----|------------------------------------|--|--|--|--|--|--|--|
| 13 | USB Flash Drive 4 GB (Transcend)   |  |  |  |  |  |  |  |
| 14 | USB Flash Drive 8 GB (Transcend)   |  |  |  |  |  |  |  |
| 15 | USB Flash Drive 16 GB (Transcend)  |  |  |  |  |  |  |  |
| 16 | USB Flash Drive 4 GB (SanDisk)     |  |  |  |  |  |  |  |
| 17 | USB Flash Drive 8 GB (SanDisk)     |  |  |  |  |  |  |  |
| 18 | USB Flash Drive 16 GB (SanDisk)    |  |  |  |  |  |  |  |
| 19 | USB Flash Drive 4 GB (hp)          |  |  |  |  |  |  |  |
| 20 | USB Flash Drive 8 GB (hp)          |  |  |  |  |  |  |  |
| 21 | USB Flash Drive 16 GB (hp)         |  |  |  |  |  |  |  |
|    | <b>Hard Disk</b>                   |  |  |  |  |  |  |  |
| 22 | USB Hard Disk 1 TB (WD Elements)   |  |  |  |  |  |  |  |
| 23 | USB Hard Disk 2 TB (WD Elements)   |  |  |  |  |  |  |  |
| 24 | USB Hard Disk 1 TB (Seagate)       |  |  |  |  |  |  |  |
| 25 | USB Hard Disk 2 TB (Seagate)       |  |  |  |  |  |  |  |
| 26 | USB Hard Disk 1 TB (Transcend)     |  |  |  |  |  |  |  |
| 27 | USB Hard Disk 2 TB (Transcend)     |  |  |  |  |  |  |  |
|    | <b>Laptop Battery</b>              |  |  |  |  |  |  |  |
| 28 | Dell Vostro1550; ST: BKG24BS       |  |  |  |  |  |  |  |
| 29 | Dell Inspiron15R; ST: 2SQF8R1      |  |  |  |  |  |  |  |
| 30 | Dell Inspiron15R; ST: 2SQQ8R1      |  |  |  |  |  |  |  |
| 31 | Dell Inspiron 5010; ST: 8X75CQ1    |  |  |  |  |  |  |  |
| 32 | DELL Studio                        |  |  |  |  |  |  |  |
| 33 | Dell Vostro 1550; ST: FSVLMR1      |  |  |  |  |  |  |  |
| 34 | Dell Inspiron 5010: ST: 8X6L6Q1    |  |  |  |  |  |  |  |
| 35 | Dell Inspiron15R; ST: 2SP58R1      |  |  |  |  |  |  |  |
| 36 | Dell Vostro1550 ; ST: CSVLMR1      |  |  |  |  |  |  |  |
| 37 | Dell Vostro 1550; ST: BSVLMR1      |  |  |  |  |  |  |  |
| 38 | Dell Inspiron15R; ST: 2SK78R1      |  |  |  |  |  |  |  |
| 39 | Lenovo Ideapad 580; SN: QB05619540 |  |  |  |  |  |  |  |
| 40 | Lenovo Ideapad 580; SN: QB05553048 |  |  |  |  |  |  |  |
| 41 | Lenovo Ideapad 580; SN: QB05311451 |  |  |  |  |  |  |  |

|    |   |  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|
| 42 | Lenovo Ideapad 580; SN: QB05618664            |  |  |  |  |  |  |
| 43 | Lenovo Ideapad G580; SN: WB06759221           |  |  |  |  |  |  |
| 44 | Lenovo Ideapad 580; SN: QB05311673            |  |  |  |  |  |  |
| 45 | Lenovo Ideapad 580; SN: QB05619525            |  |  |  |  |  |  |
| 46 | Lenovo Ideapad G580; SN: WB06759495           |  |  |  |  |  |  |
| 47 | Lenovo Z-570; SN: WB05428419                  |  |  |  |  |  |  |
| 48 | Lenovo Z-570;                                 |  |  |  |  |  |  |
| 48 | Lenovo Ideapad 580; SN: QB05551627            |  |  |  |  |  |  |
| 50 | Lenovo b340; SN: 2SK78R1                      |  |  |  |  |  |  |
|    | <b>Toners</b>                                 |  |  |  |  |  |  |
| 51 | Hp Printer toner 88A                          |  |  |  |  |  |  |
| 52 | Hp Printer toner 12A                          |  |  |  |  |  |  |
| 53 | Hp Printer toner 80A                          |  |  |  |  |  |  |
| 54 | Hp Printer toner 05A                          |  |  |  |  |  |  |
| 55 | Hp Printer Toner 49A                          |  |  |  |  |  |  |
| 56 | Hp Printer Toner 210A                         |  |  |  |  |  |  |
| 57 | Hp Printer toner 211A                         |  |  |  |  |  |  |
| 58 | Hp Printer toner 212A                         |  |  |  |  |  |  |
|    | <b>Network Cord</b>                           |  |  |  |  |  |  |
| 59 | Network Patch cord (DLink) 1 m                |  |  |  |  |  |  |
| 60 | Network Patch cord (DLink) 1.5 m              |  |  |  |  |  |  |
| 61 | Network Patch cord (DLink) 2 m                |  |  |  |  |  |  |
| 62 | Network Patch cord (Local brand) 1 m          |  |  |  |  |  |  |
| 63 | Network Patch cord (Local brand) 1.5 m        |  |  |  |  |  |  |
| 64 | Network Patch cord (Local brand) 2 m          |  |  |  |  |  |  |
|    | <b>Laptop Charger</b>                         |  |  |  |  |  |  |
| 65 | Laptop charger 19.5, 20v/3.5/4.5 amp (Dell)   |  |  |  |  |  |  |
| 66 | Laptop charger 19.5, 20v/3.5/4.5 amp (Lenovo) |  |  |  |  |  |  |
|    | <b>Screw Driver set</b>                       |  |  |  |  |  |  |
| 67 | Desktop Screw Driver Set                      |  |  |  |  |  |  |
| 68 | Laptop Screw Driver Set                       |  |  |  |  |  |  |

|    |   |  |  |  |  |  |              |  |  |
|----|---|--|--|--|--|--|--------------|--|--|
| 69 | LAN Tester  |  |  |  |  |  |              |  |  |
| 70 | Desktop Power cable   |  |  |  |  |  |              |  |  |
| 71 | VGA Cable   |  |  |  |  |  |              |  |  |
|    | Spike Guard   |  |  |  |  |  |              |  |  |
| 72 | Power spike guard 4 point                                   |  |  |  |  |  |              |  |  |
| 73 | Power spike guard 6 point                                   |  |  |  |  |  |              |  |  |
| 74 | Compact Disks (CD)  |  |  |  |  |  |              |  |  |
| 75 | Digital Video Disk (DVD)                                    |  |  |  |  |  |              |  |  |
| 76 | CD Cover  |  |  |  |  |  |              |  |  |
| 77 | DVD Cover   |  |  |  |  |  |              |  |  |
|    | Service Charge  |  |  |  |  |  |              |  |  |
| 78 | Laptop one time service charge                              |  |  |  |  |  |              |  |  |
| 79 | Desktop one time service charge (apart from replaced parts) |  |  |  |  |  |              |  |  |
|    |   |  |  |  |  |  | <b>Total</b> |  |  |

- N.B.
1. Not used
  2. Not used
  3. Detailed specifications of items such as units, nos, /length/ make (brand/ make) should be given invariably of the items offered for which rates are quoted.

Signature:

Name :

Address of the firm:

Seal of the firm

**ANNEXURE-1: DECLARATION REGARDING BLACKLISTING OR  
OTHERWISE BY THE GOVT. DEPARTMENTS**

To

**The Secretary & Trustee**

GERMI, Gandhinagar

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. Not used.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing. I/We further undertake to report to GERMI, Gandhinagar immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

**(Signature)**

**Name:**

Designation with Seal of the Firm

**Annexure-2 : Letter of authorisation for attending bid opening meeting**

Not used

**Annexure-3: Undertaking for matching samples of items provided**

Not used

**Annexure-4: Performance Security Bond Form**

Not used

**ANNEXURE-5: SPECIMEN AGREEMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

**Agreement**

The "Agreement" is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between M/s. \_\_\_\_\_ herein referred to as the "Contractor" carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part, And

**Gujarat Energy Research and Management Institute (GERMI)**, acting through the **Secretary & Trustee**, herein after referred to as "GERMI" the other part whereas the said Contractor has agreed with the **GERMI**, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows with reference to tender no. \_\_\_\_\_:

1. The Contractor agrees to undertake to supply **the IT consumable items** as per the requirement as agreed to in their financial bid letter no. \_\_\_\_\_ dated \_\_\_\_\_ at the rates quoted by him/them. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.
2. The supply of **the IT consumable items** which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The Tender is valid for a period of one year from the date of signing of the Agreement. The contract may be extended with the same terms and conditions and rates for three more months with the consent of both the parties. The Contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department.
8. That the tender schedule, instructions to the bidders and terms and conditions, etc. shall also form part of the Agreement.
9. That the Contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the Contractor has set his hand and the GERMI has caused for and on his behalf to set his hand, the day and the year first above written.

\_\_\_\_\_  
**Signature of the authorized official**

\_\_\_\_\_  
**Signature of Secretary & Trustee**

.....  
Name :

GERMI  
Name :

Address :

Address :

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_