



सूचना एवं पुस्तकालय नेटवर्क केन्द्र
 Information and Library Network Centre
विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र
 An Autonomous Inter-University Centre of UGC
गांधीनगर / Gandhinagar

TENDER DOCUMENT

Sl. No.	BID-DATA SHEET			
1.	Name of the Work	Comprehensive Annual Maintenance Contract (CAMC) of following Network Switches installed at INFLIBNET Centre :		
		Sr. No.	Description of Items with detailed specification	Qty.
		01.	1. One L3 Switch with 8 X 5 Support	01
		02.	2. L2 (48 Port) with 8 X 5 Support	02
		03.	3. L2 (24 Port) with 8 X 5 Support	06
2.	Tender Number	INF/PUR/NETWORK/SWITECHES/2020		
3.	CAMC Estimated Cost of Tender	Sr. No.	Description of Items with detailed specification	Estimated Cost (Rs.)
		01.	1. One L3 Switch with 8 X 5 Support	5,50,000/-
		02.	2. L2 (48 Port) with 8 X 5 Support	60,000/-
		03.	3. L2 (24 Port) with 8 X 5 Support	1,80,000/-
			Total CAMC estimated Cost:	7,90,000/-
4.	Bid validity	90 days		
5.	Tender download from website:	www.inflibnet.ac.in www.eprocure.gov.in		
6.	Tender Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.		
7.	Earnest Money Deposit (EMD)	Rs.16,000/-		
8.	Contact Person	For Technical query: Sh. Gaurav Prakash – C (CS) Email: gaurav[at]inflibnet[dot]ac[dot]in (Tel: 079-23268221) For Commercial and general query: In-Charge (Stores & Purchase) Email : shyam[at]inflibnet[dot]ac[dot]in (Tel: 079-23268143)		

IMPORTANT DATES

Publish Date	07.09.2020	17:00 Hrs.
Document Download / Sale start Date	07.09.2020	17:00 Hrs.
Document Download / Sale end Date	29.09.2020	17:30 Hrs.
Pre-Bid Meeting	17.09.2020	15:00 Hrs.
Bid Submission Start Date	18.09.2020	09:00 Hrs.
Bid Submission End Date	29.09.2020	17:30 Hrs.
Bid Opening Date	30.09.2020	12:00 Hrs.

Chapter 1

1.1. INTRODUCTION

The Information and Library Network (INFLIBNET) Centre, an autonomous Inter University Centre (IUC) of the University Grants Commission, Ministry of Human Resource Development, Govt. of India, invites sealed quotations consisting of two-bid tender (Technical and Commercial) from eligible manufacturers/ authorized distributors/service providers for Comprehensive Annual Maintenance Contract of following Network Switches installed at INFLIBNET Centre Gandhinagar, Gujarat.

Sr. No.	Description of Items with detailed specification	Qty.
01.	1. One L3 Switch with 8 X 5 Support	01
02.	2. L2 (48 Port) with 8 X 5 Support	02
03.	3. L2 (24 Port) with 8 X 5 Support	06

The bid document and further amendments can download from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in) and submit the same to INFLIBNET Centre on or before due date of the tender.

Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and financial bid in prescribed format without ANY deviation.

GENERAL INSTRUCTION FOR BIDDERS**2.1 Eligibility Criteria:**

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.

2.2 Contract Period of Services:

The contract will be awarded initially for a period of ONE YEAR extendable maximum up to 3 years on year to year basis or in part thereof as per the requirement of INFLIBNET and based on review of the performance of the services of Contractor/Agency with the same terms and conditions. The BG shall also to be renewed accordingly. The Contract/ Agreement is terminable by giving one month's notice in writing by either party to the agreement. The Centre reserves the right to curtail or extend the validity of Contract. The purchaser (INFLIBNET) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

2.3 Period of Validity of Offer:

For the purpose of placing the order, the proposals shall remain valid till 90 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

2.4 Submission of Bid:

The bidder has been submit proposal/bid of any section or every section as per their eligibility of pre-qualification criteria and scope of work under two bid system i.e. Technical Bid and Financial Bid. The interested bidders are advised to submit two separate sealed envelopes super scribing "**Technical Bids (Annexure T-I to T-VII)**" and "**Financial Bids (Annexure F-I)**". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed "Bid for Comprehensive Annual Maintenance Contract for Network switches" to the INFLIBNET Centre, INFOCITY, Gandhinagar. And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 29.09.2020 at 17:30 Hrs.

The bidder will have to ensure that the bid documents is available physical copy before last date.

Bid may be submitted in the following manner:

2.4.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the Annexure-T-I (Pre-qualification criteria). The complete document should be numbered chronologically. On the top of envelope must be suprescribed "Technical Bid". Shall also contain the bid EMD.

2.4.2 Envelop No.2: Shall contain the rates/prices of the Services / items duly filled in Chapter 5 at Annexure F-I and signed and stamped. On the top of envelope must be suprescribed "Price Bid of Network switches".

2.4.3 Envelope No.3 (Bigger Size): Bothe the envelopes must be suprescribed "Bid of Network switches" with due date and time and shall be sealed in third envelope of bigger size addressed to:

The In-charge (P&S),
INFLIBNET CENTRE,
INFOCITY,
GANDHINAGAR-382007
GUJARAT, INDIA

- 2.4.4** All the envelopes shall indicate the name and address of the Bidder/Contractor to enable the bid to be returned, if required.
- 2.4.5** Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 2.4.6** Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/Contractor and shall not be evaluated.
- 2.4.7** The bid shall be written in English only.
- 2.4.8** No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- 2.4.9** Duly filled Tender for qualification shall be submitted in proper format and incomplete offers shall be liable for rejection. Copy of each required documents should be submitted with technical bid for assessment.
- 2.4.10** Bids of those Bidder/Contractors who have submitted all information, statistical details as required in the bid documents. If the employer desires any clarification/ verification for any ambiguity or difference found in the documents/statistical details submitted by the Bidder/Contractor the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of above and the Bidder/Contractors shall be liable for any consequence.

2.5 Earnest Money Deposit (EMD):

- 2.5.1** The interested Bidder/Contractor may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.16,000/- (Rupees Sixteen Thousand Only) in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.
- 2.5.2** The bid securities of the unsuccessful Bidder/Contractors shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD.
- 2.5.3** The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security/EMD shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.
- 2.5.4** Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

2.6 Forfeiture of EMD: EMD made by Bidder/Contractor may be forfeited under the following conditions:

- 2.6.1** If Bidder/Contractor withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder/Contractor indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- 2.6.2** If Bidder/Contractor violates any of the provisions/terms and conditions of this proposal or indulges any such activities as would jeopardize the work.
- 2.6.3** Accept the work order along with the terms and conditions.
- 2.6.4** In case of a successful Bidder/Contractor, if the Bidder/Contractor fails to submit the PBG in accordance with terms and conditions.

- 2.6.5** Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder/Contractor will be deferred from participating in any job.
- 2.6.6** In the event of the successful Bidder/Contractor/contractor failing to comply with any provision of the contract.
- 2.6.7** The Bidder/Contractor shall not be allowed to withdraw or modify the offer on his own after the last date of submission of bid. If any Bidder/Contractor withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the INFLIBNET then the INFLIBNET shall without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money absolutely.
- 2.6.8** In case the Bidder/Contractor fails to commence the work specified in the tender documents within 15 days or such time period as mentioned in Purchase Order/Work Order/LOI, after the date on which INFLIBNET issues written orders to commence the work, whichever is later, INFLIBNET shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- 2.6.9** In case of forfeiture of earnest money as prescribed as 1.6.1 to 1.6.8 above, the Bidder/Contractor shall not be allowed to participate in the retendering process of the work, if carried out.

2.7 Performance Security Deposit:

The successful Bidder/Contractor shall have to deposit a Performance Security Deposit of the 10 % of the total amount of work order immediately of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations/warranty period. Bid security (EMD) shall be refunded to the successful Bidder/Contractor on receipt of performance security. The performance security will be renewed, if the contract is extended.

2.8 Pre Bid Meeting:

The Pre-Bid Meeting will be held on 17/09/2020 at 15:00 Hrs. at premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidder can end their queries to:

For Technical query:

Sh. Gaurav Prakash – C (CS)

Email: gaurav[at]inflibnet[dot]ac[dot]in (Tel: 079-23268221)

For Commercial and general query:

In-Charge (Stores & Purchase)

Email : shyam[at]inflibnet[dot]ac[dot]in (Tel: 079-23268143)

The Service provider is expected to have visited the site before pre-bid meeting or submitting tender documents so as to have a fair idea of the CAMC of installed equipments at the Centre. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

The pre-bid meeting amendments can download from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in)

2.9 Price Bid:

The Price Rates should be quoted separately for each section respectively. The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the bidder, if any, who wish to be present on the spot at that time.

- 2.9.1** The financial bid of only technically qualified bidders whose bids have been found eligible as per the criteria mentioned in the technical bid Annexure – T-I. All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.
- 2.9.2** The Price Bid as per Performa given in the tender documents as ANNEXURE- F-I. Any conditions given in the price bid may cause rejection of Bid.
- 2.9.3** The GST charges should be provided separately in financial bid, the GST or equivalent, as may be in force in future would be paid on actual basis at the applicable rate.
- 2.9.4** The prices should be quoted in Indian Rupees.
- 2.9.5** The Incomplete and conditional bids shall not be considered and likely to be rejected in very first instance.
- 2.9.6** The rates to be quoted for each section in figure as well as in words. (in case of dispute rates quoted in words shall be deemed to be correct)
- 2.9.7** All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

2.10 Bid Evaluation Criteria & Award Criteria:

- 2.10.1** After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (T-I to T-IX) and meeting the requirements as specified in chapter-4, the financial bid of such qualified bidders will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.
- 2.10.2** In case it is found that the bidder has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another bidder.
- 2.10.3** Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 2.10.4** The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.
- 2.10.5** The competent Authority of INFLIBNET is not bound to accept the lowest tender or any tender if found any technical discrepancies in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the Authority in this regard shall be final and binding on the firm.

2.11 Terms of Payment:

- 2.11.1** The BIDDER shall be paid quarterly payment after satisfactory services. Invoice must be attached with the register they maintain for Comprehensive Annual Maintenance Contract (CAMC) of Network Switches and signed with the Scientist in charge.

- 2.11.2** Format of invoice is as per INFLIBNET (i.e. Tax invoice as per Service Tax/GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately). The terms of such invoice(s) is that they shall be payable as per the rates submitted, negotiated and agreed by both.
- 2.11.3** The payment will be made on quarterly basis by e-transfer through RTGS/ NIFT on submission of bill and scrutinized. No advance payment will be made. The Bidders should provide their bank details duly signed by authorized signatories.
- 2.11.4** No claim for interest will be entertained by the Centre in respect of any payment/deposit which will be held with the Centre due to dispute between the Centre & Contractor or due to Admin delay for the reasons beyond the control of the Centre.
- 2.11.5** The Centre will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. All Taxes per applicable rules at time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre. Necessary TDS certificate will be issued by the Centre.
- 2.11.6** During the currency of Contract. No increase in rates will be allowed.
- 2.11.7** Subject to any deduction which INFLIBNET may be authorized to make under the contract, the contractor shall be entitled upon the certificate of the Scientist in charge to the effect hereinafter stated payments of Bills shall be made to the contractor. The payment shall be made subject to availability of Fund/Grant/Letter of Credit.
- 2.11.8** If not replaced/replenished with the specified item. "INFLIBNET" or its technical consultant decision is considered to be final in case of dispute for any material or any product workmanship.

2.12 Amendment of Bid Document:

At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

2.13 Enforcement of Terms:

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

2.14 INFLIBNET Right to reject any of all bids:

The competent Authority of INFLIBNET reserves the right to reject any bid 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(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

- 2.14.1** The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
- 2.14.2** The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- 2.14.3** INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Firefighting Service Provider at any time, in its discretion, before the last date submission of proposals.
- 2.14.4** By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this

document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.

- 2.14.5** The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected contractor with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

2.15 Termination of the Contract:

The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

2.16 Resolution of Disputes:

- 2.16.1** If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 2.16.2** In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 2.16.3** The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 2.16.4** The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 2.16.5** The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

2.17 Relaxation of Terms and Conditions:

The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.

2.18 Agreement:

The contractor will have to enter into a written Agreement with this Centre within 30 days of intimation of acceptance of approved rates.

2.19 Disclaimer:

The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Staff of INFLIBNET Centre
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

2.20 Splitting of the contract and Curtailment of Work:

INFLIBNET reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

2.21 Indemnity Bond:

- 2.21.1** The contractor shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.
- 2.21.2** During the performance of the contract, if the person(s) of THE BIDDER meet with any accident which results into the death or injuries to the person(s) of THE BIDDER or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE BIDDER only. INFLIBNET will not be responsible in any way.
- 2.21.3** THE BIDDER shall follow all the regulations of Government of Gujarat and Government of India. THE BIDDER shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 2.21.4** In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the INFLIBNET by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the INFLIBNET. As a result of the acts of the Contractor, if the INFLIBNET is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the INFLIBNET or the INFLIBNET reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the INFLIBNET

2.22 Force Majeure shall mean and be limited to the following:

- A. War / hostilities
 - B. Riot or Civil commotion
 - C. Earthquake, flood, tempest, lightening or other natural physical disaster.
 - D. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER
- The BIDDER shall advise INFLIBNET 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, INFLIBNET reserves the right to cancel the order.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

SPECIAL CONDITIONS TO THE CONTRACT

During the term of this Agreement THE BIDDER agrees to maintain the EQUIPMENT in good working order and will bind to all conditions as stated below:

- 3.1 THE BIDDER shall correct any faults and failures in the EQUIPMENT and shall repair and replace worn or defective parts of the EQUIPMENT. In cases where unserviceable parts of the EQUIPMENT need replacement THE BIDDER shall replace such parts in comprehensive contract, at no extra cost to INFLIBNET, with brand new parts or those equivalent to new parts in performance.
- 3.2 Each and every component including plastic parts, breakdown due to power conditions, rodents etc. are covers under the contract excluding such Component which is Stolen, Broken, Burnt, Damaged due to fire/water/Pilferage or any other such act not attributed to normal working condition of such systems.
- 3.3 The BIDDER must take all the necessary precautions/measures so that there is no breakdown during any of the meeting (especially sensitive events as described here after by INFLIBNET). The BIDDER has to attend to any fault immediately or has to provide suitable alternative immediately so that the proceeding of the meeting are not disturbed/hampered.
- 3.4 THE BIDDER shall correct any faults and failures in the Cable and shall repair and replace worn or defective parts of the Cable. In cases where unserviceable parts of the Cable need replacement. THE BIDDER shall replace such parts, at no extra cost to INFLIBNET, with brand new parts or those equivalent to new parts in performance.
- 3.5 THE BIDDER shall provide repair and maintenance service, in response to oral instructions including telephone notice by INFLIBNET and such services should be available for all period of the day during the tenure of the contract.
- 3.6 THE BIDDER shall ensure 24 hours response time (i.e. total time taken by THE BIDDER between registering the complaint and attending the complaint) excluding sensitive event.
- 3.7 THE BIDDER shall ensure break down call time of hours (i.e. total time taken by THE BIDDER between registering the complaint and rectifying the fault). This time includes time taken to reach the site, diagnose, repair/replace the faulty component/module/device & equipment that are covered under the contract. Excluding sensitive event.
- 3.8 THE BIDDER shall ensure Spares availability. Stocking of sufficient spares & equipments as considered necessary at the site for immediate attending the fault/breakdown & for replacement as the case may be. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, THE BIDDER shall provide a suitable replacement as Standby arrangement within 24 hours so that the work is not hampered. The packing /unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of THE BIDDER. However, if Standby arrangement has been made then it shall be replaced with original or functionally equivalent equipment within next 12 days.
- 3.9 Preventive Maintenance: THE BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, necessary repairing of the EQUIPMENT) once within the first fifteen days of the commencement of the maintenance period and once within the first fifteen days of every subsequent month, during the currency of this Agreement, on a day and at a time to be mutually agreed upon and inform the representative of INFLIBNET about any necessary steps to be taken like configuration, up gradation of software or purchase of consumables etc. Notwithstanding the foregoing, THE BIDDER recognizes INFLIBNET's operational needs and agrees that INFLIBNET shall have the right to require THE BIDDER to adjourn Preventive Maintenance from any scheduled time to a date and time, not later than fifteen working days thereafter.
- 3.10 Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repair and maintenance service described herein, as the system is a sophisticated one. The BIDDER must be having trained personnel with the required testing/repairing facilities for the system.
- 3.11 All the T&P and testing facilities required for the job shall have to be arranged by the BIDDER within the scope of work. The following consumable materials & tools items for maintaining the installations shall be arranged by the BIDDER at their own cost and shall keep ready at site in sufficient quantity under the scope of work for which nothing extra

- shall be paid. Tool & Plant required to operate, repair servicing and maintain the installation like ladder, lift, pulleys, spanners, goti sets, screwdriver, crow bars, magger, multimeter, blower, crimping tool, torch hand lamp bucket, container, table, chair, almirah& other unforeseen tools & tackles.
- 3.12 THE BIDDER shall maintain at site, a written maintenance and repair log; and shall record therein each incident of EQUIPMENT malfunctioning, date and time of commencement and successful completion of repair work and nature of repair work performed on the EQUIPMENT together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. INFLIBNET shall use the same log for recording the nature of faults and failures observed in the EQUIPMENT, the date and time of their occurrence and provide to the respective offices whenever required.
 - 3.13 In case if THE BIDDER is not able to repair the original equipment, THE BIDDER shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of INFLIBNET in writing with signature of Scientist in charge. The spare & equipments to be used for repairs/replacement shall preferably be of the same make & specification as provided originally in the system as far as possible. Other make shall be permitted only if the existing make is not being manufactured or is not readily available with the prior approval of Scientist -in-Charge.
 - 3.14 Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
 - 3.15 The BIDDER shall be responsible for ESIC & EPF of its employees and staff and INFLIBNET will not be held responsible for any non-compliance of the same.
 - 3.16 No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.
 - 3.17 THE BIDDER shall provide all working mobile number and email address of the contact person (Who is only one and Final responsible to interact with INFLIBNET)
 - 3.18 THE BIDDER will not subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement without the prior written consent of INFLIBNET.
 - 3.19 INFLIBNET shall have the right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance from being performed, or unreasonably increase THE BIDDER cost of performing repair and maintenance service.
 - 3.20 The contractor shall take over the installation for its maintenance and upkeep before start of work will hand over the installation in normal working order to INFLIBNET after completion of work /on expiry of the contract. If any defect/damage (except normal wear & tear) is noticed, the same shall have to be rectified/replaced by the contractor at his own cost failing which the same shall be got rectified at their cost.(and cost will deducted from security deposit).
 - 3.21 THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at INFLIBNET's premises and externally for materials belonging to INFLIBNET.
 - 3.22 THE BIDDER acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to INFLIBNET. THE BIDDER agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party. THE BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement can be fully satisfied.
 - 3.23 THE BIDDER represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. THE BIDDER agrees that it will, and hereby does, indemnify INFLIBNET from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.
 - 3.24 It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or

- offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with INFLIBNET shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to INFLIBNET resulting from any cancellation. INFLIBNET shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.
- 3.25 All work shall be carried out with due regard to the convenience of INFLIBNET. The orders of the concerned authority shall be strictly observed.
- 3.26 The contractor has to undertake to carry out the above service by engaging trained and skilled manpower diligently, honestly and efficiently and should assist whenever necessary under the instructions of the Shri Gaurav Prakash, Scientist-B (CS) or any official nominated by Centre.
- 3.27 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bidders or award decisions may result in the rejection of the bidder's bid.
- 3.28 The Bidder shall utilize optimally the land available for C.A.M.C. of various facilities/components of the work and cost all components and allied works. The details of the costing shall form part of the proposal. The Bidder shall provide a detailed scheme of C.A.M.C. Work.
- 3.29 The Bidder has to bear in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the work.
- 3.30 Necessary personally responsible for conduct and other necessary safety measures shall be the responsibility of the C.A.M.C. Contractor. Any loss of human or damages or so, shall be the responsibility of the Contractor.
- 3.31 No Damage in case shall be caused to the structure. The selected contractor shall be Held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.
- 3.32 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer in no case is responsible or liable for these costs, regardless of the outcome of the bidding.
- 3.33 The BIDDER has to maintain all the equipment in working condition. In the event of failure to the time schedule for repair, a penalty of Rs.500/- per day will be charged. If any of the equipment is out of the service for more than seven days except major work, a penalty of Rs.500/- per day will be levied till the equipment will take in service.
- 3.34 Agency shall ensure that the staff deployed it does not wonder here and there and sit idle in groups during working hours. Due Discipline will have to be maintained by the staff and they shall not hinder the working of other employees/ staff. If any violation to aforementioned is found, compensation of Rs.500/- shall be sought from the agency, for any instance observed of this kind.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

SCOPE OF WORK

Comprehensive Annual Maintenance Contract of following Network Switches installed at INFLIBNET Centre Gandhinagar, Gujarat.

Sr. No.	Description of Items with detailed specification	Qty.
01.	1. One L3 Switch with 8 X 5 Support	01
02.	2. L2 (48 Port) with 8 X 5 Support	02
03.	3. L2 (24 Port) with 8 X 5 Support	06

Scope of work for the above mentioned switches includes comprehensive hardware support(as mentioned in earlier chapter of this tender) as well as software/switch configuration support like stacking/ tunnelling/ vlan/ active-active/ active-passive configuration of switches with other available similar switches in the centre.

Bidder will perform the pre-emptive maintenance of all switches on monthly basis and Bidder will arrange the site engineer as and when required by the Centre other than pre-emptive maintenance schedule.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure T-I**Technical Bid- Pre-qualification Criteria–Envelope – 1 (Annexure – T-I to T-IX)**

The Bidders are required to submit technical bid enclosing therewith photocopies of following documents, failing which their bids will be summarily rejected and will not be considered any further:-

Checklist for Technical Bid

Mention Page Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The bidder must be a company registered under the companies Act, of India/State. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service. Bids of sole proprietorship firms or those which are not in existence for 3 years as mentioned above shall not be considered at all.	I. Certificate of Commencement of business (Certificate of incorporation) II. Certificate consequent to change of name, if applicable		
02.	Tenderer should have provided similar services as per scope of work with minimum 30% (thirty percent) of the estimated value of contract for each of the last three year to Government clients/ Autonomous Bodies/ Public sector.	I. Certified documents of Work orders/ Agreements in support of past contracts with Govt/ PSUs/ Other establishments II. Turnover Certificate issued by the statutory auditor of the company Annexure-VI.		
03.	They should be registered with Income Tax and Goods and Service Tax.	Attested copy of PAN/GIR Card Attested copy of GST registration certificate.		
04.	Earnest Money Deposit (EMD)	Rs.16,000/-		
05.	They should submit Bank Account details.	Bank Account details.		
06.	Bidder's Details Annexure T-II	[On the letterhead of the Bidder]		
07.	Bid form Annexure T-III	[On the letterhead of the Bidder]		
08.	Declaration of Bidder Annexure T-IV	[On the letterhead of the Bidder]		
09.	Declaration of blacklisting/Non Blacklisting - Annexure-V	[On the letterhead of the Bidder]		
10.	Financial Capability of bidder Annexure T-VI	[On the letterhead of the Bidder]		
11.	Details of Firm's Experience of Similar Services T-VII	[On the letterhead of the Bidder]		
12.	Certificate for the site inspection T-VIII	[On the letterhead of the Bidder]		

13.	OEM's AUTHORIZATION FORM T-IX	[On the letterhead of the]		
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Please use separate sheet for providing complete information.

All documents required as mentioned in Annexure-T-I (Technical pre-qualification criteria) with self-attested photocopies and also some document i.e. annexure-T-II to T-XI required on company original letter head. The financial bid also required in original letter head.

While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily rejected and may not be considered.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure T-II

[On the original letterhead of the Bidder]

Bidder's Details

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particular Details of the Bidders Representative'		
7.	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are fixed and valid for three year and binding upon me for the entire period of contract and period of extension.

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure T-III

[On the original letterhead of the Bidder]

BID FORM

To
The Director,
Information and Library Network Centre (INFLIBNET),
Infocity Gandhinagar - 382007

Sub: Bid for Comprehensive Annual Maintenance Contract Network Switches (mentioned at scope of work) installed at INFLIBNET.

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the supply anti plagiarism software tender No.INF/PUR/NETWORK/SWITCHES/2020, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (ninety only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten per cent (10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2020

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

[On the original letterhead of the Bidder]

Date : _____

DECLARATION

I, _____ Son/Daughter/Wife of
_____ Resident of

_____ Proprietor / Director / Authorized Signatory of the
Company / Firm, mentioned above, is competent to sign this declaration and execute this
tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender
documents from Page No. _____ to _____ (including all documents like
annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall
abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have
all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender
document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization
shall without prejudice to any other right or remedy be at liberty to reject this tender/bid
including the forfeiture of the full earnest money deposit.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f..... The period is over on and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by INFLIBNET Centre and earnest money / EMD shall be forfeited. In addition to the above INFLIBNET Centre will not be responsible to pay the bills for non-access.

Seal of the firm should be affixed.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

.....

Dated:
Bidder with seal.

Signature of

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure T- VI

FINANCIAL CAPABILITY OF BIDDER

[On the original letterhead of the Bidder]

Date : _____

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2017-2018	
B	2018- 2019	
C	2019- 2020	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure T- VII

Date : _____

Details of Works of Similar Type Executed by the Bidder

Sr. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Period of Access		Page No
						Start	End	

1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

[On the letterhead of the Bidder]
CERTIFICATE FOR THE SITE INSPECTION

I _____ / _____ We _____ (M/s.

_____) have certified that we have visited the site on _____ and
assessed the nature and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also that we will be
able to execute the work suit to the site conditions.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

OEM's AUTHORIZATION FORM

Date:

To
INFLIBNET CENTRE
INFOCITY, GANDHINAGAR

Ref: Tender No.: INF/PUR/NETWORK/SWITCHES/2020

WHEREAS

_____ who
are official producers of

_____ and _____
having production facilities at

_____ do hereby authorize

_____ located at

_____ (hereinafter, the "Bidder")
to submit a bid of the following Products produced by us, for the Supply Requirements associated
with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable
standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its
obligation as our Service Provider in respect of our standard Warranty Terms we would continue
to meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized service
provider/system integrator and can hence provide maintenance and upgrade support for our
products.

We also confirm that the products quoted are on our current product list and are not likely to be
discontinued within 5 years from the day of this letter. We assure availability of spares for the
products for the next five years after five years warranty.

We also confirm that the material will be delivered immediately.

Name _____ In the capacity of _____
Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2020

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by
an authorized signatory.

Annexure –F-I

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Commercial Bid (Envelope-2)
[On the original letterhead of the Bidder]

Sr. No.	Description of Work	Period of Contract	Total Amount of CAMC (Rs.)
01.	Comprehensive Annual Maintenance Contract (CAMC) of following Network Switches installed at INFLIBNET Centre.	One Year	Rs. _____
		GST 18%	Rs. _____
		Total Amount	Rs. _____
Rates in words: _____ _____			

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Contract Agreement Form
FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 20.... between, Information and Library Network (INFLIBNET) Centre (Hereinafter called ") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

*

Shri _____ S/D/o _____
_____ resident of _____ the sole proprietor of
M/s _____ having office at the following
address _____

*

M/s. _____ the partnership firm having an
administrative/principal office at _____ represented by its Managing/duly
authorized partner.

*

M/s. _____ company/body corporate incorporated under the
provisions of the Companies Act 1956 having its registered office at the following address

duly represented by its constituted and authorized Managing Director,
Shri _____ and (hereinafter called the Tenderer which term shall also be
called the Supplier or the Contractor) which expression shall unless repugnant to the
context or meaning thereof be deemed to include its successors and permitted assigns on
the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed,
supplied, installed, tested & commissioned as detailed in the notice inviting tender and
their office mentioned and called for invitation to tenderers for the supply, installation
and performance of such works has been accepted by the INFLIBNET on the terms and
conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are
respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form
and be read and construed as part of this agreement viz;

- a. NIT NO.INF/PUR/NETWORK/SWITCHES/2020 dated _____
- b. General rules and Instructions for the guidance of tenderers.
- c. The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to
and prior to acceptance letter.
- d. General Conditions of contract and clauses of contract along with Annexures
thereto.
- e. Schedules consisting of Technical Specifications, Special Conditions, Compliances,
etc.
- f. Schedule of quantities including Prices and tendered amount known as Price - Bid.

- g. The details submitted in technical bid, site survey and such other commitments shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, _____

_____ to the CLIENT (INFLIBNET) _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative
of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre
(Tender No. INF/PUR/NETWORK/SWITCHES/2020)

Annexure C-II

PERFORMANCE BANK GUARANTEE

To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.
Date:

To
The Director,
Information and Library Network Centre (INFLIBNET),
Infocity Gandhinagar - 382007

Dear Sir,

1.WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for subscription/supply of plagiarism detection software. AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing this PROJECT.

WHEREAS we _____ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give the " INFLIBNET" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to INFLIBNET under the terms of their Agreement dated_____. Provided, however, that the maximum liability of the Bank towards INFLIBNET under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from INFLIBNET in that behalf and without delay/demur or set off, pay to INFLIBNET any and all sums demanded by INFLIBNET under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from INFLIBNET to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the bidder & INFLIBNET. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.
-

5. The BANK also agrees that INFLIBNET 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 BIDDER and not withstanding any security or other guarantee that INFLIBNET may have in relation to the Bidder's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of INFLIBNET or any other indulgence shown by INFLIBNET or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of

Witness

(Signature)
(Name)

(Signature)
Bank Rubber Stamp

(Name)
(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of Attorney No.:

Dated: