

E-TENDER NO.: 01/17-18

Office of the Registrar
Junagadh Agricultural University (JAU), Junagadh-362001, Gujarat

**Tender Document
For**

- 1] Supply, Installation and Commissioning of Hi-Speed & Secure Connectivity Solution Setup and Maintenance for Three (3) years at 17 Locations under JAU Jurisdiction**
- 2] Annual Maintenance Contract of Fortigate 900 D Firewall for Three (3) years**
- 3] Forti-Analyzer-VM Software License for Three (3) Years (with Buyback Forti-Analyzer 100 C Device)**
- 4] USB PTZ Camera for Video Conferencing System**
- 5] Hard disk for Network Storage Device**
- 6] UPS Battery**

[JAU/REG/IT/01-2017-18]

Period for Online Submission of Bid: 22/01/2018 to 12/02/2018

Last date for Physical Submission: 19/02/2018

Date of Tender Opening (Technical/Preliminary Bid): 21/02/2018 (After 11:00 am)

Date of Commercial Bid: 22/02/2018 (After 11:00 am)

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1. Tender Notice – JAU/REG/IT/01-2017-18

Brief Description of the Tender Items	:	<ol style="list-style-type: none"> 1. Supply, Installation and Commissioning of Hi-Speed & Secure Connectivity Solution Setup and Maintenance for Three (3) years at 17 Locations under JAU Jurisdiction 2. Annual Maintenance Contract of Fortigate 900 D Firewall for Three (3) years. 3. Forti-Analyzer-VM Software License Three (3) Years (with Buyback Forti-Analyzer 100 C Device) 4. USB PTZ Camera for Video Conferencing System 5. Hard disk for Network Storage Device 6. UPS Battery
Tender Fees	:	Rs. 1,500 (Rupees One Thousand Five Hundred) by Demand Draft in favour of Junagadh Agricultural University Fund A/C, Payable at Junagadh. SBI IFSC Code: SBIN0060218
Contract/Warranty Period	:	3 Years Contract/Warranty for Tender Item No.1, 2 and 3; 2 years Contract/Warranty for Item 4,5 & 6
Earnest Money Deposit (EMD)	:	The bidders must submit, along with their Bids, an EMD of Rupees One Lakh Only (Rs. 1,00,000) or 3 % of quoted tender amount whichever is less, in the form of Demand Draft / Bank Guarantee in favour of “Junagadh Agricultural University Fund A/c” Payable at Junagadh. SBI IFSC Code: SBIN0060218
Availability of Tender Document	:	https://www.nprocure.com Date: 22/01/2018 onwards
Period for Online Submission of Bid:	:	22/01/2018 to 12/02/2018
Last Date & Time of Physical Submission of Technical/Preliminary Bid (Tender Fee, EMD)	:	19/02/2018
Date & Time for Opening of Tender (Technical/Preliminary Bid)	:	21/02/2018 (After 11:00 am)
Date & Time for Opening Commercial Bid	:	22/02/2018 (After 11:00 am)
Tender submission / Communication address	:	Office of The Registrar, University Bhavan, Junagadh Agricultural University, Motibag, Junagadh – 362001, Gujarat. Note: Tender Envelop must be superscribed with “Tender for IT Items – IT Cell ”.

Registrar
JAU, Junagadh.

2. Tender Items

Tender Item No.	Particular	Quantity
1	Supply, Installation and Commissioning of Hi-Speed & Secure Connectivity Solution Setup and Maintenance for Three (3) years at 17 Locations under JAU Jurisdiction	17 Locations
2	Annual Maintenance Contract of Fortigate 900 D Firewall for Three (3) years	01
3	Forti-Analyzer-VM Software License for Three (3) Years (with Buyback Forti-Analyzer 100 C Device)	01
4	4.1 USB PTZ Camera for Video Conferencing System	01
	4.2 USB PTZ Camera for Video Conferencing System with Speaker Phone	06
5	Hard disk for Network Storage Device	10
6	6.1 UPS Battery 12 V and 65 AH	48
	6.2 UPS Battery 12V and 26 AH	6

3. Instruction to Tenderers

1. Definitions

In this Contract, the following terms shall be interpreted as indicated below:

1. “Successful Bidder” shall mean the Bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
2. “Contract” means the agreement entered into between the Tendering Authority and the Successful Bidder, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
3. “Bidder”/ “Vendor” means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word “Bidder” when used in the pre award period shall be synonymous with “Vendor” which shall be used after award of the contract.
4. “The Contract Price” means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
5. “The Goods” means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;
6. “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
7. “Day” means a working day.
8. “Tendering Authority” or “Purchaser” means Junagadh Agricultural University, Junagadh.

2. General Instructions

- 1 Tender documents are available only in electronic format which Bidders can download from the website <https://nprocure.com> on or before Online Tender Submission Date.
- 2 The Technical/Preliminary Bid, Commercial Bid / quotation rates / bidding rates / Other Supporting documents has to be uploaded / submitted electronically through <www.nprocure.com> only on or before Online Tender Submission Date.
Bidder should not mention quoted price anywhere in Technical/ Preliminary bid.
- 3 Following should be submitted “off-line” in sealed covers separately to Office of The Registrar, University Bhavan, Junagadh Agricultural University, Motibag, Junagadh – 362001, Gujarat. Tender Envelop must be superscribed with “Tender for IT Items – IT Cell ”.
[1] Tender Fee and [2] E.M.D.
- 4 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below at clause 5.

- 5 All bids should be digitally signed. For details regarding digital signature certificate and related training involved at the below mentioned address should be contacted:
(n)Code Solutions, (A Division of GNFC Ltd.) 301, GNFC Infotower, Bodakdev, Ahmedabad - 380055. India Email : nprocure[at]ncode[dot]in
- 6 Kindly take note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- 7 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions are fully authorized to issue digital signature certificate to bidders.
- 8 All the correspondence in respect to training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address.
- 9 For all queries regarding tender specifications and any other clauses included in tender should be addressed to personnel in tendering office address provided below:

Information Technology Cell
Office of the Registrar
Junagadh Agricultural University,
University Bhavan, Junagadh 362 001
Telephone : +91 285 2672080 – 90 (Ext. 404), 2676496
Mobile : +919879104535
E-mail ; itc@jau.in

3. Location and Contact Details for Supply of Goods and Services and Installation

- **For Tender Item No 1, Location and Contact Details are as follow:**

Sr. No	Center / Office Name	Address	Contact Person Name	Contact Person Number
1	Information Technology Cell, JAU, Junagadh	Opp. University Bhavan, Junagadh Agricultural University, Junagadh - 362001	Er. K. C. Patel	9879104535
2	College of Agriculture, Mota Bandariya, JAU, Amreli	College Of Agriculture, Junagadh Agricultural University, Motabhandariya, Amreli- 365610	Dr. V. R. Virani	9428242968
3	Polytechnic in Agriculture, JAU, Dhari	Principal Polytechnic In Agriculture J.A.U., Dalkhaniya Road, Dhari	Dr. M.V.Ramdevp utra	9428709779
4	Krusha Vigyan Kendra, JAU, Khapat, Porbandar	Opp. Saint Joseph School, Aadityana Road, Khapat, Porbandar-360 579	V.M. Savaliya	9909989754
5	College of Fisheries, JAU, Rajendra Bhawan Road, Veraval	College Of Fisheries, Junagadh Agricultural University, Rajendra Bhavan Road, Nr. Birla Mandir Veraval-362265	Dr.A.N.Sayani	9228294943

6	Polytechnic in Agricultural Engineering, JAU, Targhadia, Rajkot	N.H. 27, Rajkot- Ahmedabad Highway, Near Kuadava, Polytechnic In Agricultural Engineering, J.A.U.Targhadia-360 003	Dr. G.R.Sharma	9426785570
7	Dry Farming Research Station, JAU, Jamkhambhalia	Assistant Research Scientist,Dry Farming Research Station,J.A.U.,Jam-Khambhalia.	J.G Kanzariya	9974460109
8	Cotton Research Station, JAU, Kukda	Cotton Research Station,Junagadh Agriculture University,Kukada, Ta. Muli, Dist. Surendrnagar Pin 363510	B J Mori	8511051640
9	Fisheries Research Station, JAU, Sikka	Office Of Research Officer, Fisheries Research Station, Junagadh Agricultural University, Sikka	Dr Hitesh K Kardani	9825932198
10	Agri. Research Station(Onion), JAU, Talaja	Assistant Research Scientist,Agri. Research Station,Palitana Road, Near Market Yard,Jau, Talaja	H. J. Senjaliya	8200625364
11	Dry Farming Research Station, JAU, Vallabhipuar	Dry Farming Research Station,B/H-Bajarang Hotel,Bhavnagar Cross Road,Vallabhipur-364310,Dist-Bhavnagar	Keshavbhai N. Vadaria	9824290555
12	Millet Research Station, JAU, Jamnagar	Krishi Vigyan Kendra, Junagadh Agricultural University, Airforce Road, Jamnagar-361006	Dr. K. P. Baraiya	9427980032
13	Agriculture Research Station, JAU, Mahuva	Agri. Research Station (Fc)., Plantation Farm, Jau., Mahuva	Dr G. S. Vala	9427242452
14	Polytechnic in Home Science, JAU, Amreli	Polytechnic In Home Science, Jau, Keriya Road, Amreli-365601	Dr Jiju N.Vyas	9429000505
15	Sugarcane Research Station, JAU, Kodinar	Research Scientist (Sugarcane),Main Sugarcane Research Station,Junagadh Agricultural University, Kodinar,Taluko-Kodinar, District- Girsomnath,Gujarat,Pin-362725,Phone - 02795 221473	Dr. P. D. Kumawat	9408576031
16	Grassland Research Station, JAU, Dhari	Associate Research Scientist,Grassland Research Station,Junagadh Agricultural University,Dhari - 365640	V.V. Ansodariya	9824156656
17	Krishi Vigyan Kendra, JAU, Pipliya(Dhoraji)	Programme Co-Ordinator,Krishi Vigyan Kendra,Junagadh Agricultural University,Old Tcd Farm,Pipalia-360410,Dhoraji, Rajkot,Gujarat	Dr Vijay S Prajapati	9913615651

- For Tender Item No. 2 to 6, Location will be Information Technology Cell, Junagadh Agricultural University, Junagadh-362001 and Director, IT (dit@jau.in) will be the contact person.

4. Technical Specification of Equipment and Services

The Technical Specifications of the equipment specified in Annexure - A are the minimum requirements of the Purchaser. The bidders are at liberty to indicate higher specifications than the minimum levels. The Purchaser reserves the right to place orders at the higher specifications offered by the bidders.

5. Tender Fee

The bidder has to submit tender fee of Rs.1500 (Fifteen Hundred Only) in form of Demand Draft in favour of “Junagadh Agricultural University Fund A/c” Payable at Junagadh (SBI IFSC Code: SBIN0060218). The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and Tendering Authority will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process and also in cases where the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

6. Non Transferable Tender

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Tendering Authority.

7. Qualification Criterion

Apart from Technical/ Preliminary Offer, following criteria shall be required for Bidders to qualify in Tender Process:

General Criteria for All Tender Items:

Sr. No.	Eligibility Criteria	Supporting Document to be submitted
1.	The Bidder should be having ISO 9001:2008 and Certificate should be issued at least 1 year prior from date of submission of bid.	Copy of Certification.
2.	The Bidder shall have Positive Net worth during the last 3 years. (Mandatory)	Copy of the last three years audited financial statements / Positive net worth certificate from CA.
3.	The Bidder must not have been blacklisted/ banned / disqualified/ declared ineligible / declared having delivered dissatisfactory performance by any of State & Central Government's Departments / Organization /	An undertaking by an authorized signatory of the company needs to be submitted in this regard.

	qua ISP government organization / Board / Corporations for carrying out ISP Solutions. (Mandatory)	
4.	The Bidder must be registered for Sales Tax / VAT / Service Tax / Excise/GST as applicable. (Mandatory)	Notarized true copy of all certificates should be Submitted
5.	The Bidder must have Office or Support Manpower within Gujarat. (Mandatory)	An undertaking by an authorized signatory of the company needs to be submitted in this regard.

Additional Criteria for Tender Item No. 1 (Mandatory):

Sr. No.	Eligibility Criteria	Supporting Document to be submitted
1.	The ISP shall be registered at least for 5 years as company in India under Companies Act 1956 as on Online Tender Submission Date.	Certificate of Incorporation / commencement of business
2.	The ISP should have a valid Class “A” License and National Long Distance (NLD)/International Long Distance (ILD) License as per DOT guideline. NLD/ILD License For those who are applying under procurement group <u>Internet Leased Line Bandwidth and IP Sec VPN services</u> , rest may ignore.)	Notarized true copy of the License must be submitted with the Bid.
3.	The ISP should have experience of successful supply, installation, commissioning & maintenance of providing Lease Line Connectivity to at least 5 Public Sector Unit (PSU)/Government of Gujarat (GoG) client with minimum 10 Mbps Bandwidth.	Copy of purchase order / Work completion certificate
4.	ISP must have Office or Support Manpower within 100 Kms. of All 17 University Locations	An undertaking by an authorized signatory of the company needs to be submitted in this regard.

NOTE: The above mentioned eligibility criteria should be necessarily met, and adequate documentary proof be submitted online. If the bidder not meeting the above eligibility criteria shall not be considered for further commercial evaluation stage.

8. Bid Validity Period

Bid should remain valid for 365 days (One Year)

9. Completeness of Tender Offer

- The Tenderer is expected to examine all instructions, forms, terms, conditions and specifications in the Tender document carefully and meticulously for submission of tenders through <https://www.nprocure.com>. Tenders which do not comply with these instructions shall be summarily rejected. The tender offer is liable to be rejected outright

without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

- ii. The Tendering Authority is not responsible for non-submission of Tender within the specified date and time due to any reason.
- iii. Any attempt by Tenderer to change the format of any appendix/annexure of tender document while uploading or any attempt to tinker with the software of the portal will render his bid document liable for cancellation and his subsequent blacklisting.
- iv. Tender document not accompanied by all the Technical/ Preliminary Bid related Schedules/Annexures intact and duly filled in and signed shall be rejected.
- v. The Tendering Authority shall not be liable for any omission, mistake or error on the part of the Tenderer in submitting the Tender.
- vi. The Tenderer shall not incorporate any condition in the Bids as conditional Bids/ Bids which are not submitted strictly in accordance with the Bid terms shall be rejected.
- vii. While preparing the Technical/ Preliminary and Commercial Bid, Tenderer is expected to provide correct and relevant information. If at any stage it is found that the information/ documents supplied by the Tenderer is incorrect/forged, Tendering Authority reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD deposit. The Technical/ Preliminary Bid shall not include any information sought in the Commercial Bid.
- viii. The bidder shall submit an undertaking that there are no deviations to the particulars mentioned in Check list.

10. Documents Comprising the Tender

The tender shall comprise of Technical/ Preliminary Bid and Commercial Bid and all its Annexures and all supporting documents and attachments. The Bids complete in all respect including all attachments, annexures and supporting documents as prescribed in this Tender Document shall be uploaded by the authorized signatory as stipulated in the Tender. Hard copy of the tender documents except Tender Fee and EMD, will not be considered for Technical/Preliminary evaluation. The filled and signed attachments and supporting documents are required to be submitted online on <https://www.nprocure.com>. The hardcopy of the uploaded Attachments from the successful tenderer will be collected at the time of awarding of the contract.

11. Submission of Bids

Tender shall submit the complete Bid including Technical/Preliminary and Commercial Bid on <https://www.nprocure.com> within the stipulated date & time and no opportunity shall be given to Tenderer to withdraw any offer at any stage after the submission of the Bids.

The Technical/Preliminary Bid shall include the following:

- i. Except Annexure B, Annexure C and Annexure D, the Technical/ Preliminary Bid shall include all items asked for in Annexure-A, related supporting documents and Tender document signed on each page by the Tenderer have to be scanned and uploaded in Technical/ Preliminary Bid.
- ii. As per Tender Notice, EMD and Tender Fee in form of DD / Bank Guarantee in favour of “Junagadh Agricultural University Fund A/c” Payable at Junagadh (SBI IFSC Code: SBIN0060218) shall be reached offline on or before opening date of Technical/ Preliminary Bid to Office of the Registrar, University Bhavan, Junagadh Agricultural University, Motibag, Junagadh-362001, Gujarat.
- iii. Self-attested Scanned copies of Authority of Authorized Signatory/ Power of Attorney/Partnership deed/Memorandum of Association/Articles of Association/ Authority of BOD of a Company, Experience certificates, PAN Card & GST Registration Certificate etc. as the case may be and as stipulated in the Tender document.
- iv. As a condition precedent for issuing the acceptance letter, the successful Tenderer shall submit the hard copy of Tender document duly signed by the Authorized Signatory with self-attested copies of the supporting documents uploaded online within stipulated time from the date of communication of Tendering Authority advising the tenderer to furnish the same, failing which his Offer is liable to be rejected and the EMD will be forfeited.
- v. The Technical Specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Successful Bidder.
- vi. Filling up of the Technical Detail Form using terms such as “ok”, “acceptable”, “noted”, “as given in brochure / manual” is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

The Commercial Bid shall ensure the following

- i. Commercial Bid format as per Annexure B is for the reference purpose only. Tenderer has to fill price detail online at the requisite places in the <https://www.nprocure.com>.
- ii. The rates quoted by Tenderer shall be applicable & firm throughout the period of the contract.
- iii. It should give all relevant price information and should not contradict the Technical/ Preliminary Offer in any manner.
- iv. The prices quoted in the commercial bid should be without any conditions.

- v. Tenderer should quote all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty, all types of Taxes including GST, etc.
- vi. The commercial offer shall be on a fixed price basis. No price variation should be asked for relating to increase in dollar price variation.
- vii. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in Indian Rupees.
- viii. It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender. The Bidder must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or in adequate details in the Bidder's cost proposal will be considered as valid ground for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Bidder.

12. The EMD submitted by the bidder will be forfeited if:

- i. The Bidder withdraws his tender before processing of the same.
- ii. The Bidder withdraws his tender after processing but before acceptance of "Work Order/Purchase Order" issued by Tendering Authority.
- iii. If Bidder does not respond to requests for clarification of their Bid.
- iv. If Bidder fails to co-operate in the Bid evaluation process, and
- v. In case of a successful Bidder, if the Bidder fails:
 - a) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - b) To furnish performance bank guarantee (Security Deposit) within stipulated time or
 - c) If the successful bidder is found to be involved in fraudulent practices or
 - d) The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee or
 - e) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - f) The bidder violates any of the provisions of the terms and conditions of this tender specification.

13. The EMD will be refunded to:

- i. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 5% of the contract value.
- ii. The unsuccessful bidders, only after acceptance of the "Work Order/Purchase Order" by the selected bidder.

14. Preliminary Scrutiny

- Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Tender Document without material deviations. The purchaser's determination of offer's responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.
- The Purchaser will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.
- A tender offer determined as not substantially responsive will be rejected by the purchaser and the commercial bid for such Tenderer will not be opened.
- The Purchase may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Purchaser reserves the right of such waivers.

15. Opening and Evaluation of Technical/Preliminary Bid

The Technical/Preliminary Bids will be opened online at Information Technology Cell, Junagadh Agricultural University, Junagadh as per schedule indicated in the Tender and evaluated by committee as per the Tender terms & Conditions and Instructions. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical/Preliminary Bid.

To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of e-mail within intimated time. The Purchaser will short list Technically/Preliminary qualifying Tenderers and Commercial offers of only these Tenderers will be opened.

16. Opening and Evaluation of Commercial Bid

Commercial Bids of only Technically/Preliminary qualified Tenderer (s) will be opened at Information Technology Cell, Junagadh Agricultural University, Junagadh as per schedule indicated in the Tender and evaluated as per the Tender terms & Conditions and Instructions. The Technically/Preliminary qualified Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Commercial Bids.

The Tender Item wise lowest Commercial Bid (L-1) shall be determined after confirming whether the Price Bids are complete and without errors.

After opening of the commercial offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

Scheduled date for opening Commercial Bid may be extended in unavoidable circumstances. In such case, revised date for opening Commercial Bid will be intimated to all Technically/ Preliminary qualified Tenderer via e-mail.

17. Award Criteria

- Contract will be awarded to the Technically/Preliminary Qualified Tenderer whose Commercial Offer has been determined to be item wise lowest evaluated offer with the right of Tendering Authority to negotiate still for a better price. The Commercial Offer will be considered based on tender item wise lowest cost. Contract may be awarded even if only one bidder qualifies Technical/Preliminary and Commercial offer. However, Tendering Authority reserves the right to take appropriate decisions in such case which shall be final.
- Contract will be awarded for 3 (Three) years/ 36 (Thirty Six) Months on Annual Renewal Basis subject to Satisfactory Performance for **Tender item 1, 2 and 3**. Contract will be awarded for 1(One) year/12 (Twelve) Months for **Tender item 4, 5 and 6**.

18. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Information Technology Cell, Office of Registrar, Junagadh Agricultural University with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the Information Technology Cell, Office of Registrar, Junagadh Agricultural University. The bidder shall furnish proof of signature identification for above purposes as required by the Information Technology Cell, Office of Registrar, Junagadh Agricultural University.

19. Right to Alter Items

The Quantity mentioned in the Tender are approximated and the same may be purchased or may not be purchased.

20. No Commitment to Accept Lowest or Any Tender

- Tendering Authority shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- Tendering Authority reserves the right to make any changes in the terms and conditions of the tender.
- Tendering Authority will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

21. Corrupt and Fraudulent Practices

The Purchaser will reject a proposal for award if it determines that Tenderer recommended for award contract has engaged in corrupt or fraudulent practices in competing for the contract in question.

22. Signing of Contract Agreement

Within Ten (10) days of receipt of Purchase order, the successful Tenderer shall sign and date the contract and return it to the Purchaser.

4. Terms and Conditions of Contract

1. Payment Terms

- i. Payments for Tender Item 1, 2 and 3 will be made by the Tendering Authority on yearly basis subject to Successful Bidder's satisfactory performance and adherence of Tender Terms and Conditions. For Tender Item No. 1, it will be the responsibility of the Service Provider to provide reports of Bandwidth usage and traffic to meet the Service Level Agreement (SLA).
- ii. For Tender Item No. 1, First Year Payment will be released only after successful commissioning of secured connectivity to all the proposed locations.
- iii. Payment for Fixed (One Time) Charges for Tender Item No. 4,5 and 6 will be made by the Tendering Authority after successful Installation, Testing, Commissioning of the System and Acceptance by the Tendering Authority.
- iv. Payment of taxes, GST and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.

2. Liquidated Damages

If successful bidder fails in Installation and Commissioning within 30 days from the date of letter of intent / work order or If the registered call is not solved/ repaired/replaced/temporary replacement within 24 hours excluding complaint day, the Tendering Authority will charge penalty of 1% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

- i. If the bidder fails to deliver and install the requisite hardware and software within 15 working days from the issue of the confirmed purchase order, or If the registered call is not solved/ repaired/replaced/temporary replacement within 24 hours excluding complaint day, then the Tendering Authority will charge a sum equivalent to one percent (1%) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- ii. The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.
- iii. Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

3. Performance Guarantee

Performance Bank Guarantee (PBG) of 5 % of the contract value valid for contract period plus 3 months claim period shall be submitted within Ten (10) days from acceptance of the purchase/work order.

4. Warranty and Annual Maintenance Contract (AMC)

- Selected Bidder shall be responsible for Operation and Maintenance of all the required Supplied Devices/Software for a period of Three (3) years for tender item 1, 2 and 3 and warranty support for a period of two (2) years for Tender Item No. 4, 5 and 6. Tendering Authority will not be responsible for any damage to these devices due to any reason(s). Bidder has to replace the damaged/faulty device(s) within stipulated time and ensure the compliance of the solution during the warranty period.
- The Internet with related equipment and communication links installed by the vendor shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- The bidder shall ensure an uptime of 99.5% for the entire duration for Tender Item No.1.
- For Tender Item No. 1, ISP will ensure maintaining services from the nearest service centre which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.
- Free maintenance services shall be provided by the Vendor during the period of warranty of respective Tender Items.

a. Penalties for Downtime for Tender Item No. 1

- If the successful Bidder does not meet Agreed SLA, Tendering Authority will Deduct Payment as per uptime SLA Terms from Bidders Invoice.

Downtime penalty in % of Yearly payment:

Sr. No	Downtime	Penalty in % on Yearly bill
1	> = 99.5%	0
2	> 99 to < 99.50	10
3	> 98.5 to < 99.5	20
4	> 98 to < 98.5	30
5	> 95 to < 98	50
6	> 90 to < 95	70
7	< 90 %	100

b. Penalties for Delay in Commissioning

The schedule to be given for testing and acceptance and/or delivery and installation at site is to be strictly adhered to, in view of the strict time schedule for implementation of various projects of the Tendering Authority as time is essence of the contract. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per purchase order shall render the vendor liable for liquidated damages and thereafter the Tendering Authority holds the option for cancellation of the order of pending supply and invokes the security deposit of the vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

5. Time Frame

Project is to be completed within 30 days in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever.

6. Execution of SLA for Tender Item No. 1

The vender shall execute:

- i. A Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as maybe prescribed by the Tendering Authority.

7. Cancellation of Contract and Compensation (Exit Clause)

The Tendering Authority reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Tendering Authority on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid /contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory by the Tendering Authority.
- iv. In addition to above, if, after the award of the contract, the selected bidder does not perform satisfactorily or delays execution of the contract, the Tendering Authority reserves the right to award the contract to next lowest (L-2) Bidder.
- v. The Tendering Authority reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- vi. The purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the purchaser. The purchaser shall be entitled to deduct from the amount of Performance Bank Guarantee any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the Performance Bank Guarantee shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

8. Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Tendering Authority.

9. Subcontracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Tendering Authority.

10. Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Junagadh only.

The Parties shall endeavor, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.

“Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Junagadh only”

“All questions, disputes, differences and/or interpretation of agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Reconciliation Act, 1996 if the said disputes are not resolved amicably through negotiation and the venue of arbitration proceedings shall be at Junagadh. The Language of the Arbitration shall be in English.”

11. No Legal Relationship

No binding legal relationship will exist between any of the Recipients/Respondents and Tendering Authority until execution of a contractual agreement.

12. Disqualification

Any non-confirmation to above tender details can be treated disqualification. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

13. Force Majeure

1. For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
3. In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

5. Scope of Work

The Scope of Work involves:

- **Service Level Agreement (SLA)** for Tender Item No. 1 as per Proforma in Annexure A.

- **Insurance**

As all the delivered hardware will be owned by the Successful Bidder/ Service Provider during the entire period of the contract, the Successful Bidder/Service Provider will take insurance for all the hardware items installed in the premises/jurisdiction of JAU locations for the entire duration of the contract period against all risks.

- **IPR Infringement**

As part of this project Successful Bidder/Service Provider will deliver different hardware / software. If the use of any such software by / for Tendering Authority, infringes the intellectual property rights of any third person, Bidder shall be primarily liable to indemnify Tendering Authority to the extent of direct damages against all claims, demands, costs, charges, expenses, ward, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the conditions the claim relates to Software provided/used by Successful Bidder/Service provider under this project.

6. Annexure A : Technical/Preliminary Bid Proforma

Proforma for Tender Offer

Ref.....

Date:

To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat - 362001

Sub: Tender Document for _____ to Junagadh Agricultural University, Junagadh As Specified in the Schedules

Sir,

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by Junagadh Agricultural University, Junagadh.

I/We declare that we are an established service Provider in the area of IT service Provider under the name and style of.....

We declare that we are equipped with adequate machinery/technology for providing the solution as per the parameters laid down in the Tender Document.

I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for____

I/ we undertake, in the event of acceptance of our bid, the solution shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services. If our Bid is accepted we shall submit the performance guarantee of bank as specified in the Tender document for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form.

I / We agree to abide by this Bid for the period of 365 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any offer.

We agree to the terms and conditions mentioned in the Tender Document.

Dated this _____ day of _____ 2018

Name of Bidder:

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Proforma for Self-Declaration (Notarized)

Ref.....

Date:

To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat - 362001

In response to the tender No.....Dated.....
as an owner/partner/ Director of I / We hereby declare that our
Agency..... is having unblemished past record and was not
declared ineligible for corrupt and fraudulent practices either indefinitely or for a
particular period of time.

I/ We M/s (Name of the Company) are not blacklisted in any Department of Government of
India or any State Government.

I/We further undertake that our partner M/s (Name of Bidder) having office are also not
blacklisted in any Department of Government of India or any State Government.

I/We hereby declare that there are no pending cases against M/s____

(Name & Address of Bidder) with Department of Government of India or any State
Government or any other court of law.

I/We hereby declare that Bidder's company or Director/Owner of the company have not
been declared by any Court or Tendering Authorities insolvent or involved in any
fraudulent mean (Economical & Criminal) as on the date of Notification of Tender.

Dated this _____ day of _____ 2018

Name of Bidder:

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Proforma for Bidder Details

General Profile of the Company/Firm

Name and Address of the Company / Firm With Telephone Nos., Fax, e- mail And Website	
Date of Incorporation	
Offices situated at different locations	
Infrastructure facilities	
Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
Executive Profile	
G S T Registration Number	
VAT Registration Number	
PAN No.	
ISO 9001:2008 Certificate	
Premises/space available in square feet	
Registration No.	
Details of the Tender Fee :	<ul style="list-style-type: none">- DD Number:- Amount:- Date:
Details of EMD	<ul style="list-style-type: none">- FDR / PO Number:- Amount:- Date:

Details of Manpower

Technical Personnel available:	
Number of Operators:	
Number of Supervisors:	
Number of Managers:	

Quality Certificate if Any

S.No.	Name of the Certificate	Certified By	Year of getting Certification	Whether Certificate is valid as on date

Awards for products/Services, if any:

S.No.	Name of the Organization	Awarded By	Year of getting Award	Field of Award

Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:

Telephone Office:		Telephone Residence:	
Mobile:		Fax No.	
e-Mail			

Dated this _____ day of _____ 2018

Name of Bidder:

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Seal of the Organization:

Note:

- 1. This form should be signed by authorized signatory of bidder**
- 2. In-adequate information could lead to disqualification of the bid.**
- 3. All items should be supported by proper documents.**

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat-362001

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: _____ for Purchase of _____ KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Junagadh Agricultural University in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2018.

THE CONDITIONS of this obligation are:

The E.M.D. may be forfeited:

- i. The Bidder withdraws his tender before processing of the same.
- ii. The Bidder withdraws his tender after processing but before acceptance of "Work Order/Purchase Order" issued by Tendering Authority.
- iii. If Bidder does not respond to requests for clarification of their Bid.
- iv. If Bidder fails to co-operate in the Bid evaluation process, and
- v. In case of a successful Bidder, if the Bidder fails:
 - a) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - b) To furnish performance bank guarantee (Security Deposit) within stipulated time or
 - c) If the successful bidder is found to be involved in fraudulent practices or
 - d) The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee or
 - e) If the bidder fails to submit the copy of purchase order & acceptance thereof.

The bidder violates any of the provisions of the terms and conditions of this tender specification.

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

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

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

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

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

Proforma of Compliance letter/Authenticity of Information Provided

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

Date:

To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat - 362001

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

Ref: Bid for Purchase of (Tender No. ____).

Dear Sir,

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

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on DD.MM.2018.

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

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

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

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

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Item wise Technical Specification Compliance

For Tender Item No. 1

Tender Item No.	Details	Compliance	Deviation
1	1.1 Internet Leased Line Bandwidth (Uncompressed and unshared) of 45 mbps (1:1) at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.2 Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at College of Agriculture, JAU, Mota Bhandariya, Amreli along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.3 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Polytechnic in Agriculture, JAU, Dhari along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.4 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Krushi Vigyan Kendra, JAU, Khapat (Porbandar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.5 Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at College of Fisheries, JAU, Veraval along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.6 Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at Polytechnic in Agril. Engg., JAU, Targhadia (Rajkot) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.7 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Dry Farming Research Station, JAU, Jamkhambhaliya (Jamnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.8 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Cotton Research Station, JAU, Kukda (Surendranagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.9 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Fisheries Research Station, JAU, Sikka(Jamnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.10 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Agricultural Research Station, JAU, Talaja(Bhavnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.11 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Dry Farming Research Station, JAU, Vallabhipur(Bhavnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.12 Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Millet Research Station, JAU, Jamnagar along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		

	1.13	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Agriculture Research Station, JAU, Mahuva along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.14	Internet Leased Line Bandwidth (Uncompressed and unshared) of 5 mbps (1:1) at Polytechnic in Home Science, JAU, Amreli along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.15	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Sugarcane Research Station, JAU, Kodinar along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.16	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Grassland Research Station, JAU, Dhari along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.17	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Krishi Vigyan Kendra, JAU, Pipliya (Dhoraji) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.		
	1.18	SLA Agreement as per for proforma in Annexure A		

For Tender Item No. 2

Tender Item No.	Details	Compliance	Deviation
2	Annual Maintenance Contract of FortiGate 900D comprising of Enterprise Protection for Three(3) years (8x5 FortiCare plus Application Control, IPS, AV, Botnet IP/Domain, Web Filtering, Antispam and Mobile Security Services)		

For Tender Item No. 3

Tender Item No.	Details	Compliance	Deviation
3	Base license for stackable FortiAnalyzer-VM; 1 GB/Day of Logs and 500 GB storage capacity. Unlimited GB/Day when used in collector mode only. Designed for VMware vSphere, Xen, KVM and Hyper-V platforms for Three (3) Years (With Buyback Forti-Analyzer 100 C Device).		

For Tender Item No. 4

Tender Item No.		Details	Compliance	Deviation
4	4.1	PTZ CAMERA FOR VIDEO CONFERENCING SYSTEM, Camera without Codec, Full HD(1920 x 1080 progressive signal) Resolution, 30 fps frame rate, 10X Zoom Range Optical, Zoom Range Digital 2X, 52 to 60 horizontal field of view Degree, 260 Degree Pan Range, 130 Degree Tilt Range, CMOS Sensor, Input/Out Put Port: USB, Camera Control (focusing, Brightness, And White Balance): Manual, Minimum Bandwidth Required For Specified Video Quality:2Mbps, Supported Video Coding Standards : SVC, PoE and PoE+ supported, PAL Signal System, Mandatory UL/CE Certification with Certification Number, Availability Of Test Reports To Prove Conformity To The Specifications, with Installation And Commissioning, 2 Years Warranty		
	4.2	PTZ CAMERA FOR VIDEO CONFERENCING SYSTEM WITH SPEAKER PHONE, Camera without Codec, Full HD(1920 x 1080 progressive signal) Resolution, 60 fps frame rate, 3X Zoom Range Optical, 4X Zoom Range Digital, 70 -72 horizontal field of view Degree, CMOS Sensor, Voice-activated Camera Positioning Facility, Input/Out Put Port: USB, Camera Control (focusing, Brightness, And White Balance) : Manual, PoE and PoE+ supported, PAL Signal System, Mandatory UL/CE Certification with Certification Number, Availability Of Test Reports To Prove Conformity To The Specifications, with Installation And Commissioning, 2 Year Warranty		

For Tender Item No. 5

Tender Item No.		Details	Compliance	Deviation
5		Hard disk for Network Storage Device :		
		1.2 TB 10K SAS for VNXe 3200 2 Years Warranty		

For Tender Item No. 6

Tender Item No.		Details	Compliance	Deviation
6	6.1	UPS Battery 12V and 65 AH with 2 Years Warranty		
	6.2	UPS Battery 12V and 26 AH with 2 Years Warranty		

Service Level Agreement For Tender Item No. 1

**To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat - 362001**

Sub: Service Level Agreement for Tender Item No. 1

Ref: Bid for Purchase of (Tender No. ____).

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, accept sign the Service Level Agreement as mentioned below on behalf of <<Name of the bidder>>.

Service Level Agreement comprising of following parameters:

- i. Contract Period : Three (3) Years**
- ii. 1:1 Uncompressed and unshared Non shared on exclusive basis to all 17 locations**
- iii. Working days: Seven days a week (Monday to Sunday)**
- iv. 99.5% Uptime**
- v. 99 % Bandwidth Guarantee**
- vi. Throughput: 100% non-blocking[symmetric]**
- vii. 150 millisecond Latency on from the respective JAU router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours**
- viii. Packet Loss/Drop:<1.0%**
- ix. Public IP Pool: Minimum 64 IP (IPV-4)Address**
- x. Helpdesk Support (with preferably trouble ticketing/toll free number):24*7*365**
- xi. Mean Time to Restore: 4 hours. To be calculated on monthly basis**
- xii. Performance Reports: Real Time, Hourly, Daily, Weekly and Monthly**
- xiii. Hardware for Termination: Router, Mux/Modem, and any other hardware required to be provided by ISP/Vendor; Supplied hardware should be included in the services and it will be the property of the ISP/Vendor only; Maintenance of Hardware supplied by ISP will be the responsibility of ISP/Vendor only.**
- xiv. Dedicated Account Management Team: Single point of contact for service requirements such as ordering, implementation, operations and billing.**

xv. Downtime penalty in % of Yearly payment as per following table:

Sr. No	Downtime	Penalty in % on Yearly bill
1	> = 99.5%	0
2	> 99 to < 99.50	10
3	> 98.5 to < 99.5	20
4	> 98 to < 98.5	30
5	> 95 to < 98	50
6	> 90 to < 95	70
7	< 90 %	100

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Make and Model List

Tender Item No.	Item	Make and Model	Supporting Document attached? (Yes/No)
4	4.1 PTZ Camera for Videoconference System (with 10X Zoom RangeOptical)		
	4.2 PTZ Camera for Videoconference System with speaker phone (with 3X Zoom Range Optical)		
5	Hard disk for Network Storage Device		
6	6.1 UPS Battery 12 V and 65 AH		
	6.2 UPS Battery 12V and 26 AH		

Note: You may quote only one option against any item

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

7. Annexure B : Commercial Bid Performa

Note: This proforma is only for reference purpose. Do not mentioned price amount here. Tenderer has to fill price detail online at the requisite places in the <https://www.nprocure.com>.

Tender Item 1: Supply, Installation and Commissioning of Hi-Speed & Secure Connectivity Solution Setup and Maintenance for Three (3) years at 17 Locations under JAU Jurisdiction

Tender Item No.	Details	Cost (In Rupees)			Total Cost In Rupees (Inclusive of All Taxes)
		First Year	Second Year	Third Year	
1	1.1	Internet Leased Line Bandwidth (Uncompressed and unshared) of 45 mbps (1:1) at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.2	Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at College of Agriculture, JAU, Mota Bhandariya, Amreli along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.3	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Polytechnic in Agriculture, JAU, Dhari along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.4	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Krushi Vigyan Kendra, JAU, Khapat (Porbandar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.5	Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at College of Fisheries, JAU, Veraval along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.6	Internet Leased Line Bandwidth (Uncompressed and unshared) of 5mbps (1:1) at Polytechnic in Agril. Engg., JAU, Targhadia (Rajkot) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.7	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Dry Farming Research Station, JAU, Jamkhambhaliya (Jamnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			
	1.8	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Cotton Research Station, JAU, Kukda (Surendranagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.			

Only For Reference
Do Not Mention Price Amount Here.

1.9	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Fisheries Research Station, JAU, Sikka(Jamnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.10	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Agricultural Research Station, JAU, Talaja(Bhavnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.11	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Dry Farming Research Station, JAU, Vallabhipur(Bhavnagar) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.12	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Millet Research Station, JAU, Jamnagar along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.13	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3 mbps (1:1) at Agriculture Research Station, JAU, Mahuva along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.14	Internet Leased Line Bandwidth (Uncompressed and unshared) of 5 mbps (1:1) at Polytechnic in Home Science, JAU, Amreli along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.15	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Sugarcane Research Station, JAU, Kodinar along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.16	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Grassland Research Station, JAU, Dhari along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
1.17	Internet Leased Line Bandwidth (Uncompressed and unshared) of 3mbps (1:1) at Krishi Vigyan Kendra, JAU, Pipliya(Dhoraji) along with IPSec VPN connectivity at JAU Server Room Located at IT Cell, JAU, Junagadh.				
Total Cost In Rupees for Item No. 1 (Inclusive of all Taxes including GST)					

Only For
Reference
Do Not
Mention
Price
Amount
Here.

Note:

1. **Taxes/GST:** As applicable at the time of billing
2. **First Year Cost** includes One Time Charges for Installation, Commissioning, Testing, Charges for additional IP address and Other Recurrent Charges and from then onwards for Second and Third Year Cost includes only recurrent charges.

3. The order may be placed for 36 (Thirty Six) months. However, the payment will be made by JAU, Junagadh on yearly basis. The performance shall be reviewed at the end of every 12 months and order shall be continued for next 12 months depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and mutually agreed upon. JAU, Junagadh reserves the right to terminate/discontinue the services at any point of time, if the agreed SLA is not met.
4. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
5. JAU, Junagadh shall not pay separately any specific statutory taxes / service charges to any authority.
6. No hidden charges will be allowed, if any.
7. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
8. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Tender Item 2: Annual Maintenance Contract of Fortigate 900 D Firewall for Three (3) years.

Tender Item No.	Details	Cost (In Rupees)			Total Cost In Rupees (Inclusive of All Taxes)
		First Year	Second Year	Third Year	
2	Annual Maintenance Contract for FortiGate 900D comprising of Enterprise Protection (8x5 FortiCare plus Application Control, IPS, AV, Botnet IP/Domain, Web Filtering, Antispam and Mobile Security Services)				
Total Cost In Rupees for Item No. 2 (Inclusive of all Taxes including GST)					

Only For Reference Do Not Mention Price Amount Here

Note:

1. Taxes/GST: As applicable at the time of billing
2. The order may be placed for 36 (Thirty Six) months. However, the payment will be made by JAU, Junagadh on yearly basis. The performance shall be reviewed at the end of every 12 months and order shall be continued for next 12 months depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and mutually agreed upon. JAU, Junagadh reserves the right to terminate/discontinue the services at any point of time, if the Successful Bidder does not perform as per committed and violate the Tender Terms and Conditions.
3. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
4. JAU, Junagadh shall not pay separately any specific statutory taxes / service charges to any authority.
5. No hidden charges will be allowed, if any.
6. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
7. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Tender Item 3: Forti-Analyzer-VM Software License For Three (3) Years (With Buyback Forti-Analyzer 100 C Device)

Tender Item No.	Details	Cost (In Rupees)			Total Cost In Rupees (Inclusive of All Taxes)
		First Year	Second Year	Third Year	
3	Base license for stackable FortiAnalyzer-VM; 1 GB/Day of Logs and 500 GB storage capacity. Unlimited GB/Day when used in collector mode only. Designed for VMware vSphere, Xen, KVM and Hyper-V platforms (With Buyback of Forti-Analyzer 100 C Device).				
Total Cost In Rupees for Item No. 3 (Inclusive of all Taxes including GST)					

Only For Reference Do Not Mention Price Amount Here

Note:

1. Taxes/GST: As applicable at the time of billing
2. The order may be placed for 36 (Thirty Six) months. However, the payment will be made by JAU, Junagadh on yearly basis. The performance shall be reviewed at the end of every 12 months and order shall be continued for next 12 months depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and mutually agreed upon. JAU reserves the right to terminate/discontinue the services at any point of time, if the Successful Bidder does not perform as per committed and violate the Tender Terms and Conditions.
3. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
4. JAU shall not pay separately any specific statutory taxes / service charges to any authority.
5. No hidden charges will be allowed, if any.
6. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
7. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Tender Item 4: PTZ CAMERA FOR VIDEO CONFERENCING SYSTEM,

Tender Item No.	Details	Qty.	Unit Cost (In Rupees)	Total Cost In Rupees (Inclusive of All Taxes)
4	4.1 PTZ CAMERA FOR VIDEO CONFERENCING SYSTEM, Camera without Codec, Full HD(1920 x 1080 progressive signal) Resolution, 30 fps frame rate, 10X Zoom Range Optical, Zoom Range Digital 2X, 52 to 60 horizontal field of view Degree, 260 Degree Pan Range, 130 Degree Tilt Range, CMOS Sensor, Input/Out Put Port: USB, Camera Control (focusing, Brightness, And White Balance): Manual, Minimum Bandwidth Required For Specified Video Quality:2Mbps, Supported Video Coding Standards : SVC, PoE and PoE+ supported, PAL Signal System, Mandatory UL/CE Certification with Certification Number, Availability Of Test Reports To Prove Conformity To The Specifications, with Installation And Commissioning, Minimum 2 Year Warranty	01		
	4.2 PTZ CAMERA FOR VIDEO CONFERENCING SYSTEM WITH SPEAKER PHONE, Camera without Codec, Full HD(1920 x 1080 progressive signal) Resolution, 60 fps frame rate, 3X Zoom Range Optical, 4X Zoom Range Digital, 70 -72 horizontal field of view Degree, CMOS Sensor, Voice-activated Camera Positioning Facility, Input/Out Put Port: USB, Camera Control (focusing, Brightness, And White Balance) : Manual, PoE and PoE+ supported, PAL Signal System, Mandatory UL/CE Certification with Certification Number, Availability Of Test Reports To Prove Conformity To The Specifications, with Installation And Commissioning, Minimum 2 Year Warranty	06		
Total Cost In Rupees for Tender Item No. 4 (4.1 + 4.2) (Inclusive of all Taxes including GST)				

Note:

1. Taxes/GST: As applicable at the time of billing
2. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
3. JAU, Junagadh shall not pay separately any specific statutory taxes / service charges to any authority.
4. No hidden charges will be allowed, if any.
5. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
6. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of _____

Seal of the Organization:

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

Tender Item 5: Hard disk for Network Storage Device

Tender Item No.	Details	Qty.	Unit Cost (In Rupees)	Total Cost In Rupees (Inclusive of All Taxes)
5	Hard disk for Network Storage Device : 1.2TB 10K SAS for VNxe 3200 with Minimum 2 Year Warranty	10		
Total Cost In Rupees for Item No. 5 (Inclusive of all Taxes including GST)				

Only For Reference Do Not
Mention Price Amount Here

Note:

1. Taxes/GST: As applicable at the time of billing
2. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
3. JAU shall not pay separately any specific statutory taxes / service charges to any authority.
4. No hidden charges will be allowed, if any.
5. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
6. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

Tender Item 6: UPS Battery

Tender Item No.		Details	Qty.	Unit Cost (In Rupees)	Total Cost In Rupees (Inclusive of All Taxes)
6	6.1	UPS Battery 12 V and 65 AH Minimum 2 Year Warranty	48	Only For Reference Do Not Mention Price Amount Here	
	6.2	UPS Battery 12V and 26 AH Minimum 2 Year Warranty	6		
Total Cost for Item No. 6 (Inclusive of all Taxes including GST)					

Note:

1. Taxes/GST: As applicable at the time of billing
2. All the cost should be quoted in India Rupees and should be fixed on lump-sum basis. No escalation cost will be allowed.
3. JAU shall not pay separately any specific statutory taxes / service charges to any authority.
4. No hidden charges will be allowed, if any.
5. Bills should be raised in the name and will be paid by the Tendering Authority, as specified in the tender.
6. The above price should be inclusive of all the service/installation/shifting charges for shifting of the location within Gujarat in India.

I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation.

Thanking you,

Dated this _____ day of _____ 2018

Signature: _____
(In the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Seal of the Organization:

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

7. Annexure C : Performance Bank Guarantee Proforma

Performance Bank Guarantee (To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,
The Registrar,
Junagadh Agricultural University,
Junagadh, Gujarat - 362001

Dear Sir,

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting

this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

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

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

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

7. Annexure D : Specimen Contract Form

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2018 _____
Between Information Technology Cell, Office of Registrar Junagadh Agricultural
University, Junagadh of Gujarat, India hereinafter “the Purchaser” of the one part
and _____ (Name of Supplier) of _____
_____ (City and Country of Supplier) hereinafter called “the Supplier” of the other
part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,

_____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for
the supply of those goods and services in the sum of _____
_____ (Contract Price in Words and
Figures) hereinafter called “the Contract Price in Words and Figures” hereinafter called
“the Contract Price.”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser’s Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ **(For the Purchaser)**

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ **(For the Supplier)**

In the presence of _____

7. Annexure E : Check List

CHECK LIST

Online:

Sr. No.	Particular	Yes/No	Page No.
1	Tender Offer (Annexure - A) (Mandatory)		
2	Self-Declaration (Annexure - A) (Mandatory)		
3	Details of Bidder (Annexure - A) (Mandatory)		
4	Authorization Letter to Bid the Tender from OEM/Authorized Dealer Certificate (Mandatory)		
5	Valid Registration Certificate of bidder's firm. (Shop Act Registration / Partnership deed /Memorandum of article/Registration of firm / Small Scale Industry Registration) (Mandatory)		
6	Last 3 Year Income Tax Returns of financial year 2014-15, 2015-16, 2016-17 (Mandatory)		
7	Copy of ISO 9001:2008 (Preferable)		
8	Notarized true copy of all certificates related to Excise/GST, etc. whichever is applicable (Mandatory)		
9	An undertaking by an authorized signatory of the company confirming that The Bidder must not have been blacklisted/ banned / disqualified/ declared ineligible / declared having delivered dissatisfactory performance by any of State & Central Government's Departments / Organization / qua ISP government organization / Board / Corporations for carrying out ISP Solutions. (Mandatory)		
10	An undertaking by an authorized signatory of the company confirming that The Bidder must have Office or Support Manpower within Gujarat (Mandatory)		
11	Tender Document Dully Signed on each Page by Tenderer (Mandatory)		
12	Compliance letter/Authenticity of Information Provided (Annexure - A) (Mandatory)		
13	Service Level Agreement for Tender Item No. 1 (Annexure - A) (Mandatory For Tender Item No. 1)		
14	Make and Model for Tender Item No. 4, 5 and 6 (Annexure - A) (Mandatory For Tender Item No. 4, 5 and 6)		
15	For Tender Item 1: Scan Copy of Notarized true copy of the Class A - ISP License and NLD / ILD License as per Department of Telecom (DoT), Government of India guidelines. (NLD / ILD License) For those who are applying under procurement group <u>Internet Leased Line Bandwidth and IP Sec VPN services</u>, rest may ignore.) (Mandatory For Tender Item No. 1)		

16	For Tender Item 1: Certificate of Incorporation / commencement of business confirming that The ISP/Vendor is registered at least for 5 years as company in India under Companies Act 1956 as on Tender Submission Date. (Mandatory For Tender Item No. 1)		
17	For Tender Item 1: Copy of purchase order / Work completion certificate confirming that The ISP/Vendor has experience of successful supply, installation, commissioning & maintenance of providing Lease Line Connectivity to at least 5 Public Sector Unit (PSU)/Government of Gujarat (GoG) client with minimum 10 Mbps Bandwidth. (Mandatory For Tender Item No. 1)		
18	For Tender Item 1: An undertaking by an authorized signatory of the company confirming that ISP/Vendor has Office or Support Manpower within 100 Kms. of All 17 University Locations (Mandatory For Tender Item No. 1)		
19	Undertaking that there are no deviations to the particulars mentioned in this Check list (Mandatory)		

Offline

Sr. No.	Particular	Yes/No	Page No.
1	Tender Fee in form of DD (Mandatory)		
2	Earnest Money Deposit in form of DD/Bank Guarantee (Annexure - A) (Mandatory)		