



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
Website : inflibnet.ac.in

बोली प्रलेख / BID DOCUMENT

TENDER No. INF/PUR/MP&SG/2017-18

इनफ्लिबनेटकेन्द्र, गांधीनगरमें सुरक्षा एवं जनशक्ति सेवाएं उपलब्ध
कराने हेतु निविदाएं आमंत्रित करने के लिए नोटिस

**Notice Inviting Tender for Providing Services of
Manpower and Security Guards to
INFLIBNET Centre, Gandhinagar**

वार्षिक अनुमानित लागत / Yearly Estimated Cost Rs. 180 Lakhs

बोली की वैधता / Bid Validity : 180 days

बोली दस्तावेज की कीमत / Price of Bid Document: Rs. 2,000.00

IMPORTANT DATES

| | |
|--|--|
| Date of Release of Tender | 28 th February, 2017 |
| Last date of seeking clarifications | 09 th March, 2017 (12.00 Hrs) |
| Pre-bid Meeting | 09 th March, 2017 (16:00 Hrs) |
| Last Date and Time of Submission of bids | 20 th March, 2017 (16:00 Hrs) |
| Date and Time of Opening of Tender | 20 th March, 2017 (16:15 Hrs) |

संपर्क नंबर /Contact Number :

व्यापारिक पूछताछ के लिए /For Commercial query

श्रीमती एस एम् मुंशी, अनुभाग अधिकारी (पी& एस) / Mrs. S.M. Munshi , Section Officer (P&S)
(079-23268141, 23268143)

तकनीकी पूछताछ के लिए /For Technical query

श्री देवांग रॉय, कार्यालय सहायक- II/ Mr.Devang Roy, Office Assistant – II (079-23268141)

निवेदा सूचना / TENDER NOTICE

01. INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under Two Bid System i.e. Technical Bid and Financial Bid from bonafide, resourceful and reliable service providers/ Vendors/Suppliers requirements in the INFLIBNET Centre for Providing Services of Manpower and Security Guards to Institutional Building at Infocity, Gandhinagar.

Desirous companies may obtain tender documents on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between 10:00 Hrs to 17:00 Hrs before the due date on payment of Rs.2,000/- (non- refundable) in form of Demand draft from any of the scheduled bank drawn in the favour of "INFLIBNET Centre, Gandhinagar" Payable at Gandhinagar.

Tender documents can also be downloaded from the website www.inflibnet.ac.in provided the requisite tender fee/cost i.e. Rs.2,000/- is enclosed along with the Technical bid as detailed above.

02. Earnest Money Deposit(EMD)

The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.3,60,000/- (Three lakhs sixty 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.

The bid securities of the unsuccessful bidders 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. Successful tenders in the event of the contractor failing to comply with any provision of the contract, EMD/Security Deposit shall stand forfeited. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

Bids shall remain valid for 60 days after the date of Bid opening prescribed by INFLIBNET. A Bid valid for a shorter period shall be rejected as non-responsive. 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 shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

03. PERFORMANCE SECURITY DEPOSIT

The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of purchase order within three (3) weeks 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 two months beyond the date of completion of all contractual obligations. Bid security should be refunded to the successful bidder on receipt of performance security.

04. TWO PART TENDER INSTRUCTIONS

The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelopes super scribing "Technical Bids "and "Financial Bids " to the INFLIBNET Centre, INFOCITY, Gandhinagar. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscribed "Bid for providing services of Manpower and Security Guards" at 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 20.03.2017 at 1600 hrs.

05. Technical Bid (Pre-qualification criteria(Envelop No -1)

The Bidders are required to submit technical bid enclosing therewith photocopies and mention Page Number of following documents, failing which their bids will be summarily rejected and will not be considered any further:-(Unconditional acceptance of Terms and conditions of the tender) Pl use separate sheet for providing complete information **Pl. Mention Page Numbers**

| Sr. No. | Criteria | Vendor Response/ Remarks | Page No. |
|----------------|---|---------------------------------|-----------------|
| 01. | The bidder must have Registration of firm under the companies Act, of India or Gujarat and Private Security Regulation Act Certificate 2005. Attested Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for these items/work. | | |
| 02. | The bidder should have their presence in Ahmedabad or Gandhinagar. Valid proof should be submitted along with the bid. | | |
| 03. | Service Tax Registration Certificate Bidder shall have to submit photocopy of the documents(self attested) | | |
| 04. | Self attested copy of Valid Provident Fund Registration Number to be submitted | | |
| 05. | Self attested copy of valid ESI Registration Number to be submitted | | |
| 06. | Self attested copy of valid license and no. under contract Labor Act or any other Act/Rule | | |
| 07. | The bidder shall have executed "Similar Nature" of single order for an amount not less than Rs.1 Crore in last three financial years in Government Department/PSU/Autonomous Body or any reputed organization. References order copy along with proof of completion certificate for the project must be provided. | | |
| 06 | The bidder should have an annual turnover not less than 02 (Two) Crore during the last three consecutive financial years. Bidder should submit photocopy of audited balance sheet of the above criteria. | | |
| 07. | The Tender document Fee of Rs.2,000/- can be deposited with the technical bid. Downloaded tender documents will have to be accompanied with a DD/Bankers cheque pledged in favour of "INFLIBNET Centre" payable at Gandhinagar towards the cost of the tender. Tender/Bid received without tender fee is liable to be rejected. | | |

| | | | |
|-----|--|--|--|
| 08. | Earnest Money Deposit (EMD) of Rs 3,60,000/- (Three lakhs sixty thousand only) in favour of "INFLIBNET Centre" payable at Gandhinagar. | | |
| 09. | Bid form Annexure – I | | |
| 10. | Bidder's Details form Annexure – II | | |
| 11. | Financial Capability of Bidder Annexure - III | | |
| 12. | Declaration of Bidder Annexure – IV | | |
| 13. | Declaration of Regarding Blacklisting / Non Blacklisting Annexure – V | | |
| 14. | Details of works of similar type executed by the bidder Annexure – VI | | |

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/out rightly rejected and may not be considered:

06. Price Bid (Envelop No. 2)

The Price Bid as per Performa given in the tender documents at page no. 5 & 6 filled up and submitted in Envelope No -2 must be duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

- (i) The financial bids of only technically qualified bidders will be opened in the presence of their representatives, if attending bid opening on a specified communicated date and time.
- (ii) 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.
- (iii) The prices may be quoted in Indian Rupees.
- (iv) The conditional bids shall not be considered and likely to be rejected in very first instance.
- (v) 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.
- (vi) The envelope containing Technical Bid shall be opened first on the scheduled date and time at the **Office of INFLIBNET Centre, INFOCITY, Gandhinagar** in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. **The Tender Evaluation Committee will set criteria for evaluating the vendors on the information provided by them and shall set cut off level to qualify required number of vendors for their financial bids.** Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date, time & place to be notified later in presence of attending short listed bidders or their authorized representatives. The **L1 bidder (qualifying total eligibility criteria)** will be arrived at after consideration of all aspects by the Committee so nominated for the Contract.

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/MP&SG/2016-17)

PRICE BID

(To be enclosed in a separate sealed Envelope -II)

for providing services of Manpower and Security guards in the entire campus of INFLIBENT Centre, for a period of one year form the date of Contract.

Name of bidder Company / Firm / Agency: _____

PART - A Price for Unskilled workers/ Security Guards:

| Sr. No. | Component of Rates* | Current Rates As per Govt. of India, Ministry of Labour & Employment | Nos. of Person |
|---------|---|--|---|
| 1. | Monthly Rate | Fix Rate as per GOI | 11 Nos. of Security Guards. AND |
| 2. | EPF | Fix percentage (%) as per GOI | |
| 3. | ESI | Fix percentage (%) as per GOI | |
| 4. | Service Tax Liability | Fix percentage (%) as per GOI | |
| 5. | Any other liability (Please indicate in a separate sheet) | | 05 No. of Unskilled workers |

PART - B

Tentative list of Present Manpower Requirement (which may increase or decrease at any point)
The manpower shall also be provided by the contractor on mutually agreed terms and conditions on award of the contract.

| Sl. No. | Designation(Tentative) (may increase or decrease) | Manpower Required |
|---------|--|-------------------|
| 1 | Sr. Consultant (Admin & Accounts) | 01 |
| 2 | Senior PS to Director | 01 |
| 3 | Admin Associate | 06 |
| 4 | Admin Assistant | 01 |
| 5 | Receptionist | 01 |
| 6 | Electrician | 01 |
| 7 | HVAC Operator | 01 |
| 8 | Care Taker cum Mali | 01 |
| 9 | Staff Car Driver | 01 |
| 10 | Helper | 06 |
| 11 | Helper (Daily Wages) | 05 |
| 12 | Sr. Project Officer (LS / CS / Statistics) | 01 |
| 13 | Project Officer (LS / CS / Statistics) | 18 |
| 14 | Project Associate (LS / CS / Statistics) | 23 |
| 15 | Project Assistant (LS / CS / Statistics) | 16 |
| 16 | SOUL Technical Assistant (LS/CL) | 02 |
| 17 | Temporary Project Staff (LS/ CS) | 01 |

Service

charges: The bidder shall be required to quote service charges per contract employee which shall be deciding parameter for the award of the contract. The successful bidder shall be decided based on minimum service charges quoted by the bidder combined together for providing manpower and security guards.

*It is mandatory that the bidder shall make payments to the contractual employee through NEFT/RTGS only and claim the same from INFLIBNET Centre. In case, in any emergency, if it is required to pay the wages by any other mode of payment, the contractor shall submit a request in writing to that effect to take approval from the Administrative Officer(PA&F) of the Centre. The wages should be paid to the contractual employees before 5th of every month without fail. The incidence of the above statutory payments shall be worked out by the department. If the quoted values by different bidders are different, bidder shall abide by such values as taken by INFLIBNET Centre based on minimum wages published by Govt. from time to time. In case of default of above conditions will attract penalty as applicable.

Notes:

- (i) The rates of Service charges quoted by the bidder should be PART-A and PART-B of entering contract.
- (ii) The payment shall be made in next month for previous month only on the basis of duties performed by each manpower/security guards during the month.
- (iii) The Service charges quoted by the bidder should be only on PART-A Sl. No. 1 and PART-B Total amount for monthly basic remuneration of contractual staff. Service charges will not be provided on EPF, ESI, Service Tax and Any other liability.

| Category | Value approx. (Rs.) |
|--------------------------------------|----------------------|
| Administrative Staff | 3,16,205.00 |
| Security Staff (including 5 helpers) | 1,17,503.79 |
| Project Staff | 10,59,309.00 |
| Total Per Month (approx.) | 14,93,017.79 |
| | |
| Per Annuam (approx.) | 179,16,213.45 |

- (iv) The bidder shall be required to quote service charges per contract employee which shall be deciding parameter for the award of the contract.
- (v) **The service charge if quoted less than the applicable TDS to be deducted from the bill contractor shall be a disqualification.**
- (vi) The Service charges should be quoted in % (Percentage) only.

| Description of Servicers | Service Charges (Rate in % only) |
|--|----------------------------------|
| Service Charges quoted should be only on PART-A Sl. No. 1 only and for PART-B Total amount for monthly basic remuneration of contractual staff | |

Signature of authorized person

Date:

Name:

Place:

Seal :

07. SUBMISSION OF BID

- (i) The bid shall be written in English only.
- (ii) The bid prepared by the bidder shall comprise of (i) technical bids and price bid.
- (iii) Bid may be submitted in the following manner:

Envelop No. 1- Shall contain all the information and documents in the same serial order as shown in the technical bid. The complete document must be numbered chronologically. On the top of envelope must be superscript "Technical Bid". Shall also contain the bid EMD.

Envelop No.2- Shall contain the rates/prices of the items duly filled in (schedule of rates) and signed and stamped. On the top of envelope must be superscript "Price Bid for providing services of Manpower and Security guards in the entire campus of INFLIBENT Centre"

(Please note that the price should not be indicated in any of the documents enclosed in envelope 1).

- (iv) All the envelopes must be superscript "Bid for **providing services of Manpower and Security guards in the entire campus of INFLIBENT Centre**" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 20/03/2017 at 1600 hrs. OR deposited/ dropped in the tender Box placed in the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 20/03/2017 at 1600 hrs.
- (v) Incomplete and conditional tender will be rejected.
- (vi) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- (vii) No other method/means of submission of bid except as stated above shall be acceptable. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected. Each page of technical and price bid should be duly signed & stamped.
- (viii) The cover should be sent to the following address :-**Section Officer (P&S),Information & Library Network Centre,INFOCITY, GANDHINAGAR-382007.**
- (ix) 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.
- (x) No conditional discounts will be allowed.
- (xi) **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

08. EVALUATION OF BIDS USING QCBS MODEL & AWARDING OF CONTRACT

EVALUATION PROCEDURE

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & Bid Form as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined on the technical and financial capability of the bidder to execute the contract.
- INFLIBNET may contact and verify bidder's information, references and data submitted in the bid without further information to bidders.
- INFLIBNET reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of Intent/Notification of Award of contract.
- INFLIBNET, in its own discretion, may waive off any minor infirmity or non conformity or irregularity in a bid, which does not constitute a significant deviation.

EVALUATION OF TECHNICAL BIDS

The technical bids will be evaluated by a Technical Committee appointed by Centre. The bids will be given a score (TBS) based on parameters shown in the table below:

Pl. Mention Page Numbers

| Sr No. | Description | Max Score | Details | Break up | Page No. |
|--------|-----------------------|-----------|---|----------|----------|
| 01 | Organization Capacity | 40 | The bidder shall have executed Similar Nature" of single order an amount not less than Rs. 1 Crore in last three financial years in Government Department/PSU/Autonomous body any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided. | 20 | |
| | | | Further maximum Four (4) " Similar Nature" of orders each amounting to minimum of Rs. 50 Lakh in Last 4 financial years in Government Department/PSU/Autonomous body any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided. For each order, bidder will get five (05) marks. | 20 | |

| | | | | | |
|----|--|----|---|----|--|
| 02 | Financial Profile The bidder should have total annual turnover of in the last three financial years (2013-14, 2014-2015, 2015-2016) | 30 | (02 to 04 Crores) | 10 | |
| | | | (04 to 08 Crores) | 20 | |
| | | | 08Crores and above | 30 | |
| 03 | Customer Feedback Satisfactory service feed back by customer For each customer Feedback report bidder will get four (2) marks | 20 | Customer feed back by 5 clients/different order | 10 | |
| | | | Customer feed back by 10 clients and above /different order | 20 | |
| 04 | Number of Years in operations in providing Manpower & Security Services. (Pl. provide client's name and contact address in Annexure - VI) | 10 | (01 to 03 years) | 03 | |
| | | | (03 to 05 Years) | 05 | |
| | | | (05 to 10 Years) | 08 | |
| | | | 10 Years and above | 10 | |

EVALUATION OF PRICE BID

The total cost including all applicable taxes as quoted by the bidders will be compared. The bids will be awarded a financial score (FBS). The bid with lowest total cost (L1 bid) will be awarded 100% (100marks) FBS (considered as base value). Then the other bids will be awarded FBS inversely proportional to their bid value. Thus the L1 bid will have greatest FBS and the H1 (highest bid) will have least FBS.

OVERALL EVALUATION OF BIDS(Technical + Financial)

The overall evaluation of bids shall be done using QCBS model. The final score (FS) shall be calculated based on the formula

$$FS = [TBS*70\% + FBS*30\%]\%$$

The contract shall be offered to the vendor whose bid achieves maximum FS.

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/MP&SG/2016-17)

SCOPE & DESCRIPTION OF WORK

1. The Information and Library Network (INFLIBNET) Centre, INFOCITY, Gandhinagar requests well established and financially sound Companies / Firms / Agency providing manpower to provide services of manpower and security guards to this office on purely temporary basis.
2. This office has initial requirement for approximately 11 security guards and manpower mentioned at Price Bid (Part – B), Which may increase or decrease at any point of time.
3. The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. The security guards should be able to read Hindi and addresses in English. He should have sound health and experience as security guard. Should be able to operate computer for gate pass.
4. The nature of service for the unskilled manpower and security guards shall include but not be limited to the following activities.
 - a) Opening and closing of office and office up-keeping. Working hours from 9.30 am to 6.00 pm.
 - b) Regular cleaning, dusting of furniture, instruments & tools etc so as to maintain general cleanliness and hygiene in the office and all other work entrusted to them from time to time.
 - c) Making arrangements for tea, coffee, water etc during the meetings and other official visitors/representatives.
 - d) Movements of letters/files within offices and outside the office premises.
 - a) Photocopying, faxing, making sets of reports etc and other general office documentation.
 - b) Maintaining various registers/office records/documents under instructions of officials.
 - c) Scrutinizing various documents, sorting out records, up-keeping of files etc.

For Security Guards

- a) He should have ability to monitor CCTV.
 - b) He should be physically fit and mentally alert.
 - c) He should be able to understand the security requirements of INFLIBNET Centre.
 - d) He should be able to keep vigil and protect the assets of INFLIBNET Centre.
 - e) He should be able to operate computer for gate pass.
 - f) The security personnel must be duly trained in Fire Safety Operations
 - g) He should not be age of more than 50 years.
5. The requirement of this office may increase or decrease during the period of the contract.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

INSTRUCTION TO BIDDER

1. The contract shall initially be for one year unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
2. The contract shall expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office. The contract may be extended, on the same terms and conditions for a further period two years. The modification of the rates shall be subject to the variation of statutory levies and contributions and revise on of daily minimum wages prevailing at the time of the extension.
3. This office reserves right to terminate the contract during entire period after giving one months notice to the contracting agency. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Centre.
4. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
5. The Successful bidder will be required to pay minimum wages to the manpower supplied as prescribed under the Minimum Wages Act notified from time to time. The Successful bidder will maintain proper record as required under the Law / Acts.
6. This office, at present, has requirement of workload equivalent to 11 security guards and manpower attached at Appendix - 1(may increase or decrease as per our requirement). The requirement of this office may further increase or decrease during the period of contract and the Successful bidder would have to provide additional manpower, if required on the same terms and conditions. The requirement of manpower is optional at present which may increase or decrease from time to time and this office also reserves it right not to engage any manpower/security guard if so warranted.
7. The Successful bidder will be bound by the details furnished by him / her to INFLIBNET, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
8. An affidavit to the effect shall be provided by the contractor that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
9. The Successful bidder shall ensure that the manpower deployed in The Office of INFLIBNET Centre conforms to the technical specifications, age and language skills prescribed in the Tender Document.
10. The manpower employed by the agency shall be required to work normally as per this office working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. The manpower, if deputed for any official work outside the office within Ahmedabad/Gandhinagar, shall not be entitled for any other emoluments except only the actual bus fare for the purpose.
11. The Successful bidder shall furnish the following documents in respect of the individual Manpower who will be deployed by it in this Department before the commencement of work :

- (a) List of Manpower short listed by agency for deployment at INFLIBNET Centre, containing full details i.e. date of birth, father name, marital status, address, photograph, identification proof etc;
- (b) Bio-data of the persons.
12. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of being brought to his notice, failing which the provisions of clause 18 of this section will apply.
 13. The bidding company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
 14. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
 15. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc without work.
 16. No Bonus, washing allowance, uniform allowance etc. will be entertained by INFLIBNET and contractor has to bear all such expenses.
 17. The service provider has to produce to INFLIBNET, copy of EPF, ESI, Service tax etc. for the previous month paid to Govt. while claiming the bill.
 18. The person deployed shall be required to report for work as per the prescribed timings. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
 19. The contractor shall endeavor to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of Administrative Officer(PA&F). If the change exceeds the limit mentioned above and are not justified then a penalty of Rs. 500 per additional change will be imposed.
 20. The agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
 21. The selected agency shall provide a substitute in the event of any person remaining unauthorized absent to more than two days for any reason. Delay by the Agency in providing a substitute after expiry of two days absence shall attract liquidated damages @ Rs.1000 per day per person plus applicable daily remuneration (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.
 22. For all intents and purposes, the Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so provided and deployed in this office for contractual services. Bidders shall indemnify the INFLIBNET from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter. For any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 23. The Successful bidder shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed by the agency. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service

- providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
24. It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Centre will have no liability in this regard at any stage.
 25. The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor have any principal and agent relationship vis a vis INFLIBNET. For all practical purpose the bidder shall be employer of such manpower provided to Centre to perform assigned task.
 26. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the INFLIBNET. This should be communicated to all the persons deployed in this office by the contractor.
 27. No sub-contracting is permissible. The near relatives of all INFLIBNET employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :
 - (c) Members of Undivided family,
 - (d) Are husband and wife,
 - (e) 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) & sister's husband (brother-in-law).
 28. The Successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
 29. Successful bidder shall deposit all taxes, levies, Cess etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter and produce such receipt to INFLIBNET Centre.
 30. The Successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
 31. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
 32. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, then this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
 33. Bids, offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
 34. In case the bidder is not quoting any administrative/service charges, reasons thereof, shall be specifically written, failing which, it will be construed that the bidder will not be paying the minimum wages to the persons engaged. Hence such bids are liable for outright rejection.
 35. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
 36. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by Administrative Officer (PA&F) in respect of the persons deployed and submit the same to in

- the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
37. The claims in bill will be considered only if the documentary proof of remittance towards EPF, ESIC, Service Tax etc. and any other tax/levy payable shall be paid in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of Director, INFLIBNET Centre is final in this regard.
 38. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and jurisdiction will be Ahmedabad/Gandhinagar.
 39. FRAUDULENT & CORRUPT PRACTICE: Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the INFLIBNET of the benefits of free and open competition. "Corrupt Practice" means offering, giving, receiving or soliciting of any thing of value, pressurizing to influence the action of a public official in the process of Contract execution
 40. LACK OF INFORMATION TO BIDDER: The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract. Any query, whatsoever, in this regard must be put up and cleared in the pre-bid meeting.
 41. CONTRACT OBLIGATIONS: After the award of the contract, if the Bidder does not fulfill contract obligations within stipulated time as well as quality then INFLIBNET reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
 42. BID CURRENCY: The prices should be quoted in Indian Rupees.
 43. FORCE MAJEURE : If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the INFLIBNET Centre as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his opinion terminate the contract.
 44. ARBITRATION : In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Director, INFLIBNET Centre or to the sole arbitration of the officer for the time being entrusted whether in addition to the functions by whatever designation such officers may be called (herein after referred to as the said officer) and if the Director, INFLIBNET or the said officer is unable or unwilling to act as such to the sole arbitrator, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is INFLIBNET employee or that he has to deal with matter to which the agreement relates or that in the course of his duties as INFLIBNET employee he has expressed views on all of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to, being transferred of vacating his office or being unable to act

for any reason whatsoever, Director or the said officer shall appoint another person to act as arbitrator with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The proceedings of arbitration shall be in English language.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Office of the Director, INFLIBNET Centre or such other Places as the arbitrator may decide. The following procedure shall be followed.

- In case parties are unable to reach a settlement by themselves, the dispute should be submitted to arbitration in accordance with contract agreement.
 - There should not be a joint submission with the contractor to the sole Arbitrator.
 - Each party should submit its own claim separately and may oppose the claim put forward by the other party.
 - The onus of establishing his claims will be left to the contractor.
 - Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
 - The “points of defense” will be based on actual conditions of the contract.
 - The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
-
- The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
 - If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

The Director, INFLIBNET Centre reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

45. AGREEMENT :The contractor will have to enter into a written Agreement with this department within 10 days of intimation of acceptance of approved rates.
46. PAYMENTTERMS
 - The payment shall be made on submission of the bills. No advance payment will be made. Payment shall be made only to the contractor on monthly basis as per actual services.
 - The Centre will deduct Income Tax at source -at the prevailing rates. Necessary TDS certificate will be issued for the tax deducted. -
 - No claim for interest will be entertained by the Centre in respect of any payment/deport 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.
 - Centre -reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess.
 - **The persons engaged in our office through contractor, payment should be made through Bank Account only with salary slip every month.**
47. If after the award of the contract the Bidder does not sign the Agreement within 15 days or fails to furnish the Performance Bank guarantee within three weeks from the date of receipt of LOI/Order. INFLIBNET reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

48. **CORRUPT OR FRAUDULENT PRACTICES** :The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. INFLIBNET will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

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/MP&SG/2016-17)

Annexure – I

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To

INFLIBNET CENTRE

Infocity, Gandhinagar

Sub: Providing of Manpower & Security Guard Services on Annual Rate Contract basis at INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no INF/PUR/MP&SG/2016-17 dated _____, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices stated in the bid are firm during the entire period of job irrespective of date of completion 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 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

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

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal 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 ten percent (5%) of the Order value as stipulated in Financial Bid (BOQ).

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 of2017

Thanking you, we remain,

Yours faithfully

Name &Signature

Designation

Signature& Authorized Verified by

Name & Designation

Full Signature & Stamp

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre

(Tender No.INF/PUR/MP&SG/2016-17)

Annexure – II

Bidder's Details

| | | |
|---|--|--|
| 1 | Name of the Firm | |
| 2 | Registered Office Address Contact Number Fax Number E -mail | |
| 3 | Correspondence / Contact address Name & Designation of authorized contact person with one self attested recent passport size photograph Address Contact Number(M) Fax Number E-mail | |
| 4 | Is the firm a registered company? If yes, submit documentary proof Year and Place of the establishment of the company | |
| 5 | Former name of company, if any | |
| 6 | Is the firm A Government / Public Sector undertaking a proprietary firm A partnership firm (if Yes, give partnership deed) A limited company or limited corporation, member of a group of companies,(if yes, give name and address and description of other companies) A subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. | |
| 7 | Is the firm registered with Sales Tax department? If yes, submit valid VAT registration certificate. | |
| 8 | Is the firm registered with Sales Tax with Central Excise department (Service Tax Cell) ?if yes, submit valid service tax registration certificate. | |

| | | |
|----|--|--|
| 9 | Total number of employees. Attach the organization chart showing the structure of the organization. | |
| 10 | Are you registered with any Government Department / Public Sector undertaking (if yes, give detail) | |
| 11 | How many years has your organization been in business under your present name? What were your filed when you established your organization | |
| 12 | What type best describe your firm? (purchaser reserves the right to verify the claims if necessary) Manufacturer Supplier System Integrator Consultant Service Provider (Pl. specify detail) Software development Total solution provider (Design, Supply, Integration, O&M) IT Company | |
| 13 | Number of offices in district head quarters in Gandhinager/Ahmedabad | |
| 14 | Is your organization has ISO 9001:2008 certificate? | |
| 15 | List the major clients with whom your organization has been / is currently associated. | |
| 16 | Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work) | |
| 17 | Have you ever been denied tendering facilities by any Government / Department/ Public sector undertaking? (Give Detail) | |

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/MP&SG/2016-17)

Annexure – III

FINANCIAL CAPABILITY OF BIDDER

| Sl. No. | Name of the Bidder | Turnover (Rs. / Crores) | | |
|---------|--------------------|-------------------------|---------|---------|
| | | 2013-14 | 2014-15 | 2015-16 |
| 1 | | | | |

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

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 have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

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.

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/MP&SG/2016-17)

Annexure – V

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

(To be executed on Rs. 10/- stamp paper & attested by Public Notary/ Executive Magistrate by the bidder)

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 over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR shall be forfeited. In addition to the above INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR. Will not be responsible to pay the bills for any completed/ partially completed work.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

.....

Seal of the firm should be affixed.

Dated:

Signature of Bidder with seal.

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 Ltd.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/MP&SG/2016-17)

Annexure – VI

Details of works of similar type executed by the bidder

(To be submitted in Envelop No. 1)

| Sl.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 | Dates of | |
|--------|--|------------------|--------------------------|------------------|------------------|----------|------------|
| | | | | | | Start | Completion |
| | | | | | | | |
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Sign and Seal of Contractor

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

INDEMNITY BOND

(ON A STAMP PAPER of Rs.100/-)

We,, having a registered office at, have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, to provide security and manpower services on outsourcing basis at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the
Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To,

The Director, INFLIBNET Centre

WHEREAS.....

.....

.....

(Name and address of the supplier) (Hereinafter called "the supplier" has undertaken in pursuance of contract no.....Dated..... to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein,.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including theDay of.....20.....

(Signature with date of the authorized officer of the Bank)

.....

.....

(Name and designation of the officer)

.....

.....

(Seal, name & address of the Bank and address of the Branch)

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND
[To be stamped in accordance with Stamps Act of India]
LETTER OF GUARANTEE

To,
The Director,
INFLIBNET Centre,
INFOCITY,Gandhinagar

IN ACCORDANCE WITH YOUR TENDER for supply of, M/s. (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supply as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :

We,(Bank name) having its registered Office atguarantee and undertake to pay immediately on first demand by the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the INFLIBNET Centre shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein :

- *Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) .
- * This Bank Guarantee shall be valid up to(date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 20.... BETWEEN, The Information and Library Network Centre (Hereinafter called "INFLIBNET") 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 authorised 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 at _____ 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) Notice inviting Tender
 - 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, Comprehensive AMC terms, tender drawings if any, etc.
 - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
 - g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned 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 Authorised representative
of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).