

Dear Bidder,

Guj Info Petro Limited is a leading Total Solution Provider of IT/ITeS services to Government of Gujarat and its Corporations/ Boards. We are ISO 9001:2015 certified origination and a subsidiary of Gujarat State Petroleum Corporation Ltd (A Govt. of Gujarat Undertaking) GIPL has been providing various IT related Services, IT Project Consultancy as a Total Solutions Provider / Nodal Agency to Government of Gujarat and its Corporation / Boards, Educational Institutions etc. since more than 18 years.

GIPL is looking forward to select vendor for “Annual Maintenance contract of CCTV Surveillance system at GSPC Bhavan and its site office, Gujarat” as per the detail mentioned below.

In this regards, we request you to provide competitive quotation for “**Annual Maintenance contract of CCTV Surveillance system at GSPC Bhavan and its site offices, Gujarat**” as per the detail mentioned below on or before **17th July 2020 03:30 PM-** in the sealed cover, with duly mentioning thereon “**AMC of CCTV surveillance system of GSPC**” at the below mentioned address.

Guj Info Petro Limited
Block No: 15, 2nd Floor, Udhog Bhavan,
Sector 11, Gandhinagar.
Gujarat - 382 011.

Kind Attention: Shri Shekhar Raval, Chief Project Officer

□ **SCOPE OF SERVICES**

The contractor (successful bidder) shall provide Comprehensive Onsite Annual Maintenance Services (Detailed scope of work as per **Annexure A**) of CCTV Surveillance system currently installed at GSPC Bhavan & its site offices located across Gujarat as per the terms & conditions mentioned in this inquiry document.

□ **COMMERCIAL BID**

Commercial bid as per **Annexure B**.

□ **TECHNICAL BID CRITERIA**

1. Bidder has to submit entire enquiry document with stamp & signature of the authorised Signatory.
2. The bidder must have valid PAN and GST registration proof.

3. The bidder should have no record of being black-listed by any Government/ Public Sector / Multinational / National companies. (Self-declaration Certificate as per **Annexure-C** enclosed herewith)
4. Bidder has to submit compliance statement as per **Annexure D**.

❑ **SEALING AND MARKING OF BIDS**

The hard copy of all above mentioned documents shall be placed in a sealed envelope clearly marking “Technical Bid”. The Bidder shall submit the Technical Bid & Commercial bid, sealed individual in separate covers, shall be placed in one big cover clearly marked as “**AMC of CCTV surveillance system of GSPC.**” All the pages of the technical bid & commercial bid shall be signed and stamped by the authorized signatory of the bidder. The price bid shall be **shall be type written in indelible ink.**

❑ **CLARIFICATION OF BIDS**

Any clarifications desired by any bidder in connection with any part of this proposal may be sought as per below mentioned contact details:

Guj Info Petro Limited (GIPL)
2rd Floor, Block No: 15, Udyog Bhavan,
Sector – 11, Gandhinagar – 382 011.
E-mail: projects@gipl.net

❑ **BID EVALUATION**

- ✓ The Bidders complying all the technical bid criteria will become eligible for opening of the commercial bid.
- ✓ The technically qualified bidder who have lowest Commercial offer (Least Cost Based Selection (LCBS or L1)) may be awarded the contract.
- ✓ Evaluation of quotation shall be based on the Total Cost to GIPL. The quotation that complies with all of the requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected

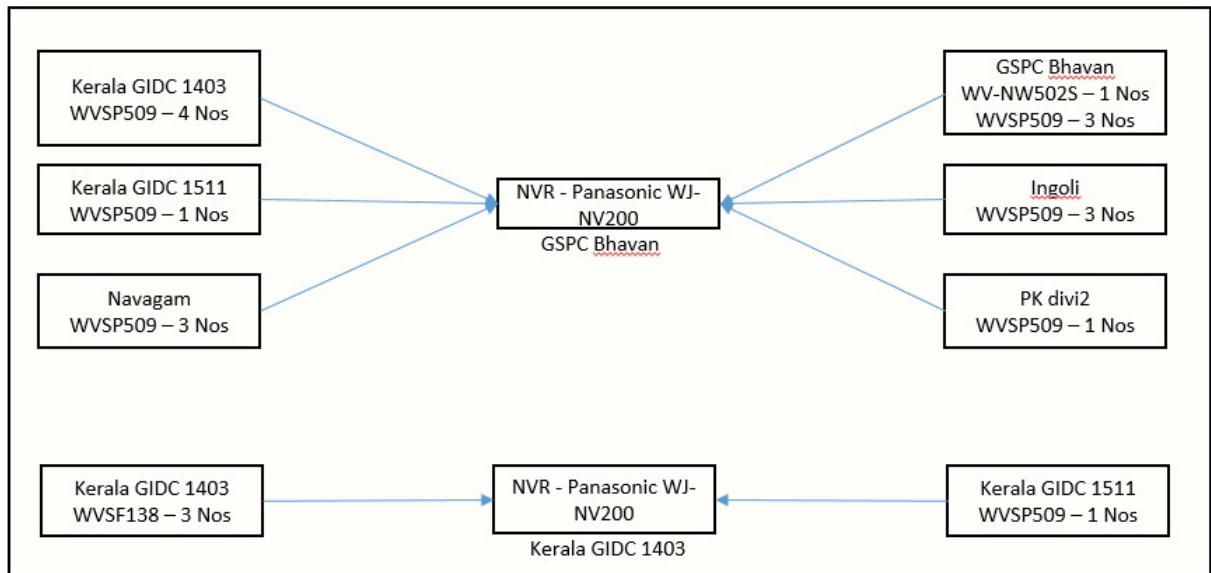
❑ **FINAL NEGOTIATIONS & AWARD OF CONTRACT**

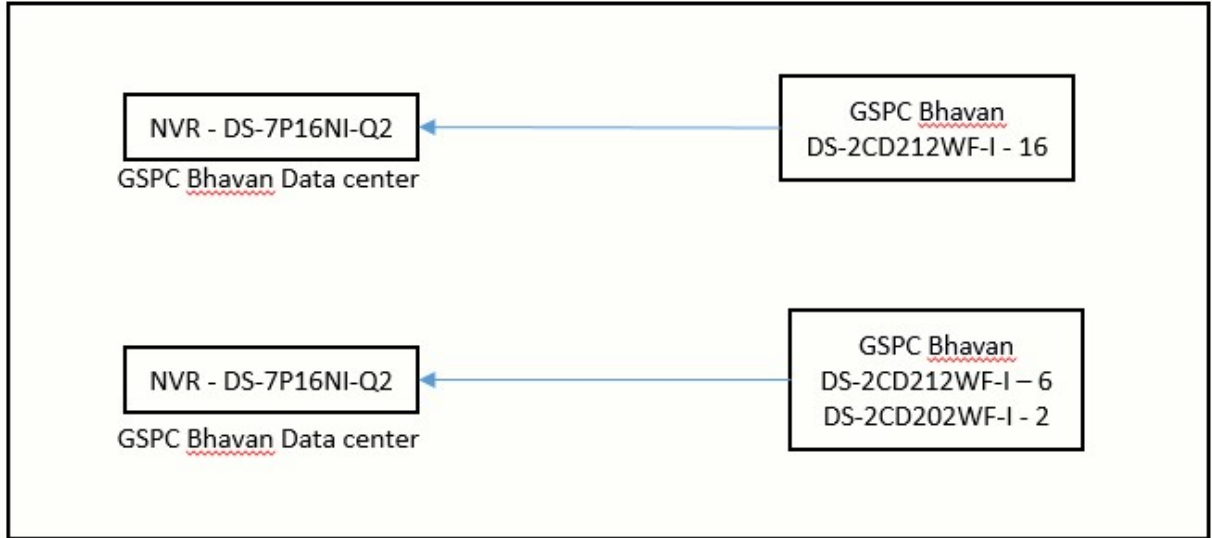
After completion of the evaluation process, GIPL may enter into negotiations with L1 Bidder. GIPL reserves the right to award the contract, based on initial offers received or otherwise, without discussion and without conducting any further negotiations. Further,

the successful bidder shall not reassign any award made as the result of this bid, without prior written consent from GIPL.

❑ **LOCATION DETAILS**

1. GSPC Bhavan HO: Sector - 11, Gandhinagar 382011
2. GSPC Office Village: Navagam, Near Bareja Crossway, N H No 8, 382130
3. Ingoli EPS Site, GSPC office, Village: Ingoli, Taluka: Dholka, Ahmedabad 382220
4. PK#1, GSPC Office Village: Ingoli, Ta: Dholka, Ahmedabad 382265
5. 1403 Kerala GIDC Kerala GIDC, Bavla, Dist Ahmedabad 382220
6. GSPC Warehouse 1511 Kerala GIDC, Ahmedabad- Rajkot NH 8, Ta: Bavla, Ahmedabad 382220.





□ **Terms & Conditions:**

I.Contract Price: To complete the above mentioned scope of work, GIPL shall pay the Contractor for actual work done and on the basis rates mentioned in the Rate Schedule Section – Annexure B attached herewith. The Rates mentioned in the Annexure B shall be firm and fixed throughout the currency of the Contract.

II.The quoted rate is inclusive of all lodging, boarding, travelling charges as may be required during the tenure of execution of the project.

III.Payment Terms: - Payment shall be made quarterly at the end of quarter after submission of undisputed invoice with call log report for the previous quarter which shall be directly certified by the GSPC representative. Contractor shall support all invoices with any data and/or information reasonably requested by GIPL

IV.Invoice Procedure: For the completed Work against the Contract, the Contractor shall be required to maintain the Log sheets/Job Reports that will capture the Contract Items/Quantity. The Log sheets / Job Reports shall be jointly certified and accepted by GIPL/GSPC and Contractor Representatives. Final Invoice for the Work shall be prepared based on such Log sheets/Job Reports only and the original Log sheets / Job Reports shall be attached and sent along with the Invoice for payment. Any Invoice received by GIPL without the approved Log Sheets / Job Reports shall be returned to the Contractor without further processing. Contractor shall be required to submit a Revised Invoice with a Revised date along with the Original Log Sheets/Job Reports.

V.Any Work Order/Contract/agreement/ engagement that will be issued as a result of this Inquiry shall be subject to the Terms and Conditions mentioned herein.

VI.Tax Indemnity: Unless specified in the Contract it is deemed to understand that Contract Rates are all inclusive. All taxes and duties are deemed to be included in the Contract Prices. Contractor shall indemnify and hold harmless GIPL from all taxes and duties and any interest and penalties thereon. GIPL shall provide the required forms as applicable for tax exemptions/ concessions. GIPL shall make statutory deductions from all payments made to the Contractor under the Contract. Any variation during the Contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies/ duties for work executed beyond the Contract duration will not be applicable.

VII.Withholding Payment: GIPL may further withhold part or whole of any payment claimed by the Contractor, which in GIPL's opinion is necessary to protect itself from loss on account of

a) Failure by the Contractor to indemnify GIPL

- b) Damage to other Contractors' assets working in the GSPC's premises, GIPL or other property.
- c) Failure to meet mutually agreed schedules.
- d) Failure by the Contractor to indemnify GIPL from Taxes paid by GIPL.
- e) When the grounds for withholding payments are removed, GIPL shall make payments of the amount due to the Contractor without delay. No interest is payable by GIPL on such withholding payments at the release of payments.

VIII.Contract period: Unless terminated otherwise as per the terms of the Contract, the Primary Term of the Contract shall be for a period of **TWO (2) YEARS** from the date of issuance of the work order. If required GIPL shall have right to extend the validity of the Contract for further period of **SIX (6) MONTHS**, at the same rates, terms & conditions, by giving 15 days; notice prior to expiry of primary term of the Contract. However, GIPL reserves the right to terminate Contract, any time during the currency of the primary term or any extension thereof by giving one (1) day notice period, without assigning any reasons or having any financial obligation to the Contractor.

IX.Pre-Audit of existing BOM: The successful bidder who is awarded the work should do the pre-audit and survey the sites for health check-up of the existing CCTV surveillance system. The successful bidder has to submit the pre-audit report within 1 week of receipt of the order to GIPL. GIPL shall to either repair / replace as per mutually agreed cost or remove the faulty device from scope of AMC.

X.GIPL reserves the right to cancel this inquiry without assigning any reason.

XI.The final decision however on selection of the contractor will be at discretion of the competent authority of GIPL.

XII.Audit: Contractor agrees to retain all applicable documentation and records for a period of not less than five (5) years from the end of the calendar year in which the Contract terminates. GIPL or any party nominated by GIPL shall be entitled to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any invoice. The payment of an invoice shall not preclude GIPL's right to audit any charge during said five-year period. Any discrepancies found in such audit shall be paid or reimbursed forthwith. GIPL shall have the right to reproduce any such documents which have been inspected.

XIII.General Terms & Conditions:

All our other General Terms and Conditions applicable to the Contract shall be as here below:

- 1. Assignment & Sub-contracting:** Contractor shall not assign or sub-contract the Contract, in whole or in part, to any third party without the prior written consent

of GIPL. Any assignment or sub-contracting of the Contract or of any rights hereunder or hypothecation, or creation of any lien or charge thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of GIPL shall be void. GIPL shall be entitled to freely assign its rights, obligations and duties under the Contract to its Affiliate or other Participant or third party by giving written notice to the Contractor.

2. Warranty and Guarantee:

2.1 The Contractor warrants and guarantees the Work/Service performed under this Proposal. Contractor represents and warrants that it has full understanding and knowledge of the nature and extent of the Scope of Work and services required to be performed hereunder, and that it has satisfied itself completely as to the conditions under which the services are to be performed.

2.2 Contractor represents and warrants that it is lawfully registered, domiciled and fully qualified to do business and it has or shall obtain at its sole cost. All necessary permits and license required under Applicable Laws to commence, continue and complete the Work.

2.3 Contractor shall diligently perform the Services in a skilful and workmanlike manner and in accordance with the established Good Industry Practices throughout the Term of the Contract.

2.4 Where GIPL has found the Work or part thereof or any rework not to have been performed in accordance with the Contract, GIPL shall detail in writing the specific nature of the defect and the obligation that the Contractor has failed to meet. Upon receipt of such notification, the Contractor shall promptly take action necessary to re perform the Work in accordance with the Contract. If Contractor fails to re perform the Work in accordance with the notice issued by GIPL, GIPL or any person appointed by or on behalf of GIPL may proceed to re perform the Work at the Contractor's risk and expense, the reasonable and proper costs of which shall be recoverable by GIPL from the Contractor. The re-performance of such defective work or action by GIPL shall not relieve the Contractor of any of its obligations under the Contract.

3. Completion of Work: Contractor shall deliver/complete the Work in accordance with the requirements of this inquiry. Strict compliance with these requirements is of the essence of the Project.

4. Inspection and Approval: GIPL and / or its authorized third party inspection agency reserve the right to inspect the Equipment deployed / Work at Site or other

facilities where the Work is being undertaken by giving a reasonable notice. The Equipment/Work shall be rejected if found/performed in non-compliance with the requirements of this Project.

5. Title of Work: The Title of the Work shall pass on to GIPL in accordance with the condition stated in the this inquiry.

6. Compliance with applicable Laws, Rules and Regulations: Contractor represents that he has knowledge of and shall comply with & shall cause Contractor's Personnel to comply with the all laws, rules, ordinances and regulations applicable in India that may govern the performance of the obligations contained in the Contract. Contractor agrees to obtain, at his own expense, all authorizations, licenses and permits that may be required for the operation of its equipment in the performance of the Work. All costs and expenses incidental to such compliance will be paid by Contractor, except as otherwise provided herein. The Contractor shall observe also comply with GIPL or its client's policies and procedures applicable to the Services from time to time. The Contractor undertakes and agrees to indemnify GIPL against any claims in relation to or arising out of or as a consequence of non-compliance of Applicable Laws by Contractor.

7. Variation: GIPL reserves the right to make instructions to vary the terms by a formal written Variation Order.

8. Insurance & Labour enactments: Contractor shall carry and maintain all relevant and valid insurance cover for its employees, workmen, personnel, equipment, which are used for performing the scope of work, as per relevant applicable laws, as amended from time to time particularly the workmen's compensation act, payment of wages act, contract labour (regulation act), etc., and keep GIPL indemnified of provisions of this rules and acts. Contractor shall ensure strict & regular compliance to Minimum Wages Act, No dues to the Employees who have resigned or whose services are terminated, engaged by the contractor regarding payment of wages, service compensation, Bonus, Gratuity, Un-availed Leave Salary, Notice pay & etc. The provisions of this clause shall in no way limit the liability of the Contractor under the Contract or Applicable Laws. All such insurances shall be placed with reputable and substantial insurers acceptable to the GIPL.

Contractor's insurances shall be primary to and receive no contribution from GIPL insurances. Commencement or performance of Services without delivering the certificates of insurance shall not constitute a waiver of Contractor's obligation to provide the required insurance coverage.

9. Limitation of Liability:

Notwithstanding anything contained in the Contract to the contrary, the Contractor total/aggregate liability under the Contract, tort or otherwise shall be limited to a sum equal to One hundred percent (100%) of the Contract Price. GIPL shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

- Gross Negligence or Willful Misconduct of Contractor
- Breach of Applicable Laws by the Contractor.
- Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature.
- Liability for breach of Intellectual Property Rights of any person.
- Breach of Confidentiality obligations.

10. GIPL provided information: On receipt of any specifications, drawings or other information required for the Work and supplied by GIPL or supplied expressly on its behalf, the Contractor shall inspect same for omission, inconsistency or inaccuracy. If the Contractor considers there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modification should be made, the Contractor shall notify GIPL forthwith in writing.

11. Local Goods and Services:

In the provision of the Work, Contractor shall: -

11.1 . give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such good are available on terms equal or better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;

11.2 employ Indian sub-contractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such subcontractors are available, preference shall be given to non-Indian sub-contractors who utilize Indian goods to the maximum extent possible, subject to the provision herein referred above;

11.3 co-operate with and assist Indian companies as sub-contractors to enable them to develop skills and technology to service the petroleum industry;

11.4 ensure to the best of its ability that provisions in terms of herein referred above are contained in the sub-contractors; and

11.5 ensure that suppliers in India are given adequate opportunities to compete for the supply of goods and services for the provision of the Work.

12. Termination of Contract:

12.1 GIPL shall have a right to terminate the Contract in whole or in part by one (1) day written notice to Contractor at any time during the term of the Contract without assigning any reason. In such event GIPL shall make payment to Contractor for the work completed and duly approved by GIPL's representative.

12.2 Notwithstanding above, GIPL shall have a right to terminate the contract in the event any of the following events occur:

a) If Contractor shall be wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if a receiver or manager on behalf of a creditor shall be pointed or if any deed or action substantially equivalent to any of the foregoing deeds or actions under Indian law

b) Contractor commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Agreement or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or

c) Makes a general assignment for the benefit of its creditors; or

d) Is in breach of Applicable Law; or

e) Otherwise breaches the provisions of the contract or part thereof.

12.3 **Notice:** Upon the occurrence of any of the events listed above, GIPL shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). GIPL shall be entitled to issue a notice of termination (hereinafter referred to as the "Notice of Termination") and shall be entitled to claim damages from the Contractor for the loss incurred by GIPL on account of default of the Contractor. On the date of such termination Contractor shall discontinue all work in connection with the provision of the Work except as expressly instructed by GIPL regarding the care or disposal of the Work.

13. Indemnity and Liabilities

13.1 Indemnity by Contractor: Contractor shall, save as is otherwise herein specifically provided, indemnify and hold harmless GIPL and their owned, controlled, affiliated and subsidiary companies and the stockholders, directors, agents, employees and representatives of each from any and all claims, liabilities, costs, damages and expenses of every kind and nature with respect to sickness, injury or death of any Contractor's Personnel arising directly or indirectly during or as a result of the performance of this order from any cause whatsoever, including but not limited to the negligence of GIPL.

13.2 Patent Indemnity and Intellectual Property Rights: If any materials used or methods or processes practiced or employed in the course of execution of work is/are covered by a patent in respect of which Contractor is not licensed, the Contractor shall, before using the method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee (s) as may be necessary. Contractor shall indemnify and hold harmless GIPL, its successors and assigns and agents from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right or intellectual property rights, copy right or similar protection in connection with the Work, except where such claims arise out of work and material furnished in accordance with drawings and specifications provided by GIPL.

14. HSE: In provision of Work, Contractor shall address all the issues related to Health, Safety and Environment including but not limited to abiding by the applicable laws, its employees' Health and Safety, selection of Environmental friendly materials, etc.

15. Liquidated Damages:

The successful bidder has to maintain the service response time during entire contract period. The Service response time & subsequent penalty applicable (in case of failure of maintaining the service response time) is as mentioned below:

Response Time - within 4 hours of call logging through phone / E-Mail.

Resolution Time -

A. GSPC Bhavan: 2 business days for repair / 1 week for replacement.

B. Site Offices: 4 business days for repair / 1 week for replacement.

If the Contractor fails to timely commence the work by due date and time or fails to complete the work or any part thereof or fails to provide uninterrupted services as per "Time Schedule & Deliverables"/Scope of Work mentioned in the Contract, Company may without prejudice to any right or remedy available to GIPL under the Contract, recover from the Contractor as ascertained and agreed liquidated damages and not by way of, Service Levels mentioned in the Scope of Work shall be treated as violated for in the event of following conditions:

- No response within 4 hours of call logging through phone/email

Resolution Time -

A. GSPC Bhavan: 2 business days for repair / 1 week for replacement.

B. Site Offices: 4 business days for repair / 1 week for replacement.

- Delay of 1 business day in case of repairs beyond 2 business days for GSPC Bhavan and beyond 4 business days for other locations (site offices)
- Delay of 1 business day in case of replacement beyond 1 week for all locations
- Delay of 1 business day in deploying temporary device for repairs exceeding 2 business days.

For each incident of SLA violation described above, there shall be a penalty of 2% of total quarterly invoice amount per violation, subject to a maximum of 10% of total quarterly invoice value. In case of any dispute in penalty, payment imposed to GIPL by GSPC will be applicable on the Pro-rata basis to successful bidder.

16. Force Majeure: The term “Force Majeure” means any of the following events or circumstance, or any combination of such even or circumstance, which are beyond the reasonable control of the affected party, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material an adverse effect upon the performance of the affected party of its obligations under the agreement/Contract/Service Order. Events of force majeure shall be limited to war whether declared or undeclared), Public enemy strike, hostilities, epidemics, riots, protests, natural phenomena or calamities, earthquake, landslides, lightening, hurricane, typhoon, cyclone, flood, bad/extreme weather or major storm warning, tidal wave, shipwreck and perils of navigation landslide, fire explosion, blow out, ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel, radioactive toxic explosives or other hazardous properties or a explosive nuclear assembly or nuclear thereof, insurrection, invasions, blockades and civil disturbances or public disorder, sabotage, accident or similar events beyond the control of the parties or either of them and any events specified in the Production Sharing Contract (PSC) & joint operating agreement (JOA) except to the extent excluded hereunder. Force Majeure shall specifically not include occurrences as follows:

- Delay in performance of delivery caused by congestion at Contractor’s facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- Late performance by Contractor and / or its Sub Contractor’s caused by unavailability of equipment, supervisors or Labour, inefficiencies or similar occurrences.
- Mechanical breakdown of any item of contractor’s or its SUB Contractor’s equipment, plant or machinery.
- Delays due to ordinary storm or inclement weather or Non-conformance by Contractor or Sub-Contractor. No payments of whatsoever nature, shall be payable to the Contractor for the losses suffered by the Contractor due

to Force Majeure. Additionally, Force Majeure shall not include financial distress of Contractor or any Sub Contractor.

17. Settlement of Disputes / Arbitration:

17.1 Mediation: GIPL and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to the Contract/Service Order or as to any matter or thing arising out of it or in any way connected therewith shall be resolved between the parties in good faith by having the discussion between the Project Manager/Contract Manager level and if required may be taken up to the CEO level to resolve the issues/disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.

17.2 Should any dispute cannot be resolved between the parties within sixty (60) days or any agreed extension thereof, any Party may refer the dispute to the arbitration. The Arbitration Tribunal shall consist of a sole Arbitrator.

17.3 English language shall be used in the arbitral proceedings. The parties shall equally bear the cost of arbitration.

17.4 It is also a term of the Contract that the Contractor shall not stop the Work under the Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not.

17.5 Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of GIPL. If the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for any direct, indirect or consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.

17.6 The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force, shall apply. The venue for such arbitration will be Gandhinagar. This clause survives the expiry/termination of the Contract/Service Order.

18. Governing Law: All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit to the jurisdiction of the Indian Courts. For all the legal matters, disputes, if any, the Court of the jurisdiction shall be Gandhinagar, India. This Clause survives the expiry/termination of the Contract/Service Order.

19. Time is of Essence: Time is the essence of the Work order and the delivery schedule on timely basis/work execution/completion has to be strictly complied

with, failing which the Contractor will have to indemnify GIPL of all the loss or expenditure that it incurs on account of the delay in delivery/completion.

20. Consequential Damage: Notwithstanding anything else contained herein to the contrary, neither party shall be liable to the other for special, indirect or consequential damage resulting from, or arising out of the Contract including but not limited to, loss of profit, loss of revenue, anticipated profits, loss of business opportunity or business interruption, suffered by such Party.

21. Independent Contractor: Contractor shall perform the Services as an independent contractor. Contractor is not and shall not become or represent itself as Co-venturer, Affiliate, partner, employee or agent of GIPL. The Contract does not form any agency, partnership, joint ventures or joint relationship between the Parties. Subject to the compliance with the Contract, the Contractor shall be solely responsible for the manner in which Works are performed. All Contractor's Personnel/ representatives engaged by the Contractor in performing the Contract shall be under the complete control of the Contractor and shall not in any event be deemed to be the employees of GIPL. Contractor shall be responsible and shall indemnify GIPL for all acts, defaults, omissions or negligence of the Contractor, Contractor's Personnel, its Sub-contractors and their respective agents, servants, employees, workmen, and representatives.

22. Conflict of Interest: Contractor represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, Contractor represents specifically that neither Contractor nor Contractor's Personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of GIPL or such employees' dependents in connection to the Contractor or Contractor's Personnel in obtaining the Contract or performing its terms and conditions. Contractor shall exercise reasonable care and diligence to prevent any actions being taken or conditions from arising which could result in a conflict with GIPL's best interest.

23. Waiver: None of the provisions of the Contract shall be considered waived by GIPL unless GIPL gives such waiver in writing. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. None of the following shall release Contractor from any of the warranties or obligations of the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:

- i) Failure by GIPL to insist upon strict performance of any terms or conditions of the Contract, or
- ii) Failure or delay to exercise any rights or remedies provided herein or by law, or
- iii) Failure to properly notify Contractor in the event of breach, except for any breach which according to provisions of Contract has to be notified, or

iv) Acceptance of or payment for any Service of Contractor.

24. Notices: All notices and other communications provided under this project shall be in writing and shall be delivered at the addresses for notices given in the Contract. A party may notify the other from time to time of changes in the address for notices. E -mails and facsimile transmissions shall be held to have been received at the time of transmission report.

25. Heading: The headings used in the Contract are intended for convenience only and shall not be used for purposes of construction or interpretation.

26. Severability: If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid portions were not contained herein.

27. Confidentiality

All information and other materials disclosed, furnished, communicated or supplied by a party; hereinafter the Disclosing Party to the other Party; hereinafter the Receiving Party, including the Receiving Party's directors, officers, employees, Affiliates, or its expressly authorized representatives or agents are strictly confidential and shall be considered as Confidential Information. The Parties agree that Confidential Information shall not be divulged by Receiving party to any third party during the Term of the Contract or thereafter for a period of five (5) years from such disclosure or the determination of the 5-year period, whichever is later, without the Disclosing Party's prior written consent.

For avoidance of doubt, "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that:

a) is now or subsequently becomes publicly known or available without breach of the Contract by the Receiving Party;

b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through the the Contract.

c) is to be shared by GIPL, to regulatory authorities, Government, Courts or other authorities required by law or in the course of legal proceedings.

The Contractor shall obtain written approval from GIPL/GSPC prior to making any publicity release or announcement regarding the Contract, the Works or Contractor's activities related to its participation in the Work or any other Confidential Information. If so requested by GIPL, Contractor further agrees to require the Contractor's Personnel, its Sub- Contractors, and their employees to execute appropriate undertakings of confidentiality similar to that imposed on the Contractor under this Clause, prior to performing any Work under the Contract.

The Contractor shall hold the Confidential Information confidential and shall not divulge or disclose the Confidential Information, or make the Confidential Information available to any person or entity, other than its authorised representatives and ensure that only such authorized representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. Save as expressly provided hereunder, nothing contained herein shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by GIPL. The Contractors and Sub Contractors shall use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms stated herein. In case of any breach of these terms or any act or omission by the Contractor, Contractor's Personnel, Sub-Contractors or any of their authorized representatives, the Contractor acknowledges that damages alone may not be an adequate remedy, and that the remedies of injunction and specific performance or any other equitable relief may be appropriate remedies.

Guj Info Petro Limited Team

Annexure- A:- Scope of Work

The minimum scope of work (but not limited) is mentioned herewith as below:

- Contractor shall provide comprehensive (with spares) support for all components of CCTV Surveillance System with underlying components which include cameras, lenses, housings, wipers, heaters, pan/tilt heads, telemetry receivers, interconnected cables & wires, mounting posts, brackets, conduits, protective covers, power supplies including UPS, PoE switches, NVR and LAN connectivity.
- In case of repairs, Contractor shall use spares/components which are compatible with existing set-up including NVR to ensure uninterrupted operations
- In case of unavailability of spares/components due to any reason during repairs, Contractor shall provide alternate equipment (camera, switch, UPS, Batteries etc.) having equivalent specifications as per the BOM, such that the alternate equipment is compatible with existing set-up including NVR to ensure uninterrupted operations.
- Contractor shall perform preventive maintenance of the entire set-up every six months during the contract period. Contractor shall submit formal report of the same to GIPL within a week of such activity.
- Any software and firmware upgrade / enhancement / engineering changes applicable to the hardware and software supplied should be provided for the AMC period and should be implemented as a part of six monthly preventive maintenances.
- Confidentiality: The Contractor shall not divulge any details of the CCTV system to any third party, either verbal or written, without the written permission of the GIPL/GSPC Authority.
- The Contractor shall, at all times, respect and adhere to the GIPL/GSPC Code of Practice relating to the operation and management of the CCTV system.
- The Contractor shall be responsible for providing the access vehicle and safety barriers etc. for servicing the camera assembly (i.e. camera, lens, housing and pan and tilt unit), etc., and all tools, test equipment, spares, goods and materials in fulfilling the Maintenance Services.
- In the event of the Contractor sending any part of the Equipment away from the installation for repair or overhaul, then he shall bear all the costs, including those of packing, carriage and insurance, incurred in the dispatch, overhaul, repair, return and installation of the equipment.

- Contractor has to depute single point of contact person as a coordinator during contract. Contractor has to provide the terminology to book docket for problem. Contractor has to submit docket details along with Invoices.

Annexure B – Commercial bid

Schedule A – First year AMC

Sr. No:	Description	Make	Model	UoM	Qty	HSN code / SAC	Unit Rate for 1 st year of AMC	AMT.	GST rate %	Tax AMT	Total Amt.
	(A)				(B)		(C)	(D) = (BxC)	(E)	(F)= DxE /100	(G) = (D+F)
1	Indoor Camera	Panasonic	WV-NW502S	Each	1						
2	Indoor Camera	Panasonic	WVSF138	Each	3						
3	Indoor Camera	Hikvision	DS-2CD212WF-I	Each	22						
4	Outdoor Camera	Hikvision	DS-2CD202WF-I	Each	2						
5	Outdoor Camera	Panasonic	WVSP509	Each	16						
6	16 Channel Network Video Recorder HDD: 3TB x 3 Qty. 4TB x 1 Qty.	Panasonic	WJ-NV200	Set	1						
7	16 Channel Network Video Recorder Surveillance HDD: 6TB x 1 Qty. 4TB x 1 Qty.	Hikvision	DS-7P16NI-Q2	Set	2						
8	Professional 56" LED Monitor Each	LG	55WL30	Each	1						
9	CAT 6 UTP Cable	AMP		Meter	910						
10	1KVA Online UPS with 65AH Batteries (3No.s) for 8 Hrs Backup on 500Watt Load with SNMP Card	APC	SRC100UXIND	Set	6						
11	8 Port POE Switch	Cisco	SG300-10P	Each	6						
12	8 Port POE Switch	D-Link	DES-1008P	Each	10						
13	Fabricated Pole	Standard		Each	6						
14	GanGue Box	Standard		Each	16						

15	Fiber cable	Standard		Meter	200								
16	Fiber to Ethernet converter	Standard		Pair	1								
Total of Schedule A in Rs.													

Schedule B – Second year AMC											
Sr. No:	Description	Make	Model	UoM	Qty	HSN code / SAC	Unit Rate for 2 nd year of AMC	AMT.	GST rate %	Tax AMT	Total Amt.
	(A)				(B)		(C)	(D) = (BxC)	(E)	(F)= DxE /100	G= (D+F)
1	Indoor Camera	Panasonic	WV-NW502S	Each	1						
2	Indoor Camera	Panasonic	WVSF138	Each	3						
3	Indoor Camera	Hikvision	DS-2CD212WF-I	Each	22						
4	Outdoor Camera	Hikvision	DS-2CD202WF-I	Each	2						
5	Outdoor Camera	Panasonic	WVSP509	Each	16						
6	16 Channel Network Video Recorder HDD: 3TB x 3 Qty. 4TB x 1 Qty.	Panasonic	WJ-NV200	Set	1						
7	16 Channel Network Video Recorder Surveillance HDD: 6TB x 1 Qty. 4TB x 1 Qty.	Hikvision	DS-7P16NI-Q2	Set	2						
8	Professional 56" LED Monitor Each	LG	55WL30	Each	1						
9	CAT 6 UTP Cable	AMP		Meter	910						
10	1KVA Online UPS with 65AH Batteries (3No.s) for 8 Hrs Backup on 500Watt Load with SNMP Card	APC	SRC100UXIND	Set	6						

11	8 Port POE Switch	Cisco	SG300-10P	Each	6							
12	8 Port POE Switch	D-Link	DES-1008P	Each	10							
13	Fabricated Pole	Standard		Each	6							
14	GanGue Box	Standard		Each	16							
15	Fiber cable	Standard		Meter	200							
16	Fiber to Ethernet converter	Standard		Pair	1							
Total of Schedule B in Rs.												

Schedule S – Summary				
Sr. No.	Year	Total Amount without Tax (Summation of column D of Schedule A & B) – S1	Tax Amount (Summation of column F Schedule A & B) – S2	Total Amount with tax T = S1 + S2
1	1 st Year			
2	2 nd Year			
TOTAL				

Notes:

- Above table will be used for Commercial Bid evaluation (L1 position) purpose.
- L1 will be decided on total amount including all type of taxes of column T of Schedule S. Above quoted rates are valid for 180 days from the date of Work order.
- Bidder needs to quote composite rate i.e. CGST + SGST + CESS or CGST + IGST + CESS as the case may be.
- Any changes in Govt. Taxes / Duties would be applicable as on actual at the time of invoice processing.
- Bidder should clearly indicate various taxes and duties with percentage applicable for individual deliverables and include all of these in their prices. Any bid without bifurcation of specific taxes shall not be treated as valid.

Annexure C: FORMAT FOR SELF DECLARATION – NO BLACKLISTING CERTIFICATE

No:

Date: <DD/MM/YYYY>

To

Chief Executive Officer

Guj Info Petro Limited

Block No: 15, 2nd Floor, Udyog Bhavan,
Sector -11, Gandhinagar – 382 011, Gujarat.

Ref: Inquiry for “Annual Maintenance Contract of CCTV Surveillance system at GSPC bhavan and its site office, Gujarat”

Dear Sir,

In response to the referenced inquiry for “**Annual Maintenance contract of CCTV Surveillance system at GSPC bhavan and its site office, Gujarat**” as an owner/partner/director of _____, of _____

I/ We hereby declare that presently our company/firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU.

We further declare that presently our company/ firm _____ is not **blacklisted / banned / declared ineligible / declared having dissatisfactory performance / put on holiday list / disqualified** for reasons of corrupt and fraudulent practices by any State/Central Government/ PSU on the date of Bid submission.

We further declare that presently our company / firm _____ is not blacklisted by any State/Central Government/ PSU for any IT/ITeS Goods and/or Services as on the date of Bid submission.

Yours Sincerely,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

Annexure D- Compliance Statement

Sr. No:	Description	Make	Model	Qty	Installation year	Compliance for AMC (Yes/No)	Remarks if any
1	Indoor Camera	Panasonic	WV-NW502S	1	April 2014		
2	Indoor Camera	Panasonic	WVSF138	3	April 2014		
3	Indoor Camera	Hikvision	DS-2CD212WF-I	22	March 2019		
4	Outdoor Camera	Hikvision	DS-2CD202WF-I	2	March 2019		
5	Outdoor Camera	Panasonic	WVSP509	16	April 2014		
6	16 Channel Network Video Recorder HDD: 3TB x 3 Qty. 4TB x 1 Qty.	Panasonic	WJ-NV200	1	April 2014		
7	16 Channel Network Video Recorder Surveillance HDD: 6TB x 1 Qty. 4TB x 1 Qty.	Hikvision	DS-7P16NI-Q2	2	March 2019		
8	Professional 56" LED Monitor Each	LG	55WL30	1	April 2014		
9	CAT 6 UTP Cable	AMP		910 mtr.	April 2014		
10	1KVA Online UPS with 65AH Batteries (3No.s) for 8 Hrs Backup on 500Watt Load with SNMP Card	APC	SRC100UXIND	6	April 2014		
11	8 Port POE Switch	Cisco	SG300-10P	6	April 2014		
12	8 Port POE Switch	D-Link	DES-1008P	10	March 2019		
13	Fabricated Pole	Standard		6	April 2014		
14	GanGue Box	Standard		16	April 2014		
15	Fiber cable	Standard		200 mtr.	April 2014		
16	Fiber to Ethernet converter	Standard		1 pair	April 2014		

SITE WISE CAMERA DETAILS:

Sr.	Location	Indoor Camera	Outdoor Camera	16 channel Network Video Recorder
1	GSPC Bhavan	23	5	3
2	Kerala GIDC 1403	3	4	1
3	Kerala GIDC 1511	0	2	0
4	Navagam	0	3	0
5	Ingoli	0	3	0
6	PK divi2	0	1	0
	Total	26	18	4