

## **GUJARAT NATIONAL LAW UNIVERSITY**

(Established Under Gujarat Act No.: 09 of 2003)

Tender Notice No: PC-14/2021 Date: 01/02/2022

## **Tender For**

Supply, Installation and Maintenance of 50 Mbps 1:1

Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless at Gujarat National Law University (2<sup>nd</sup> attempt)

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## **NOTICE INVITING TENDER**

Tender for Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless at Gujarat National Law University.

Tender document can be downloaded from https://www.nprocure.com/ by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of Internet Service provider.

#### **DETAILS OF THE TENDER & KEY CALENDAR EVENTS**

Sr	Event	Dates or Description
No		
1	Tender Notice No.	PC-14/2021
2	Tender Inviting Authority	Registrar, Gujarat National Law University
3	Name of the Project	Inviting quotations for the Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless (2 <sup>nd</sup> Attempt)
4	Start of Issuance of Tender	Start of Issuance of Tender 01/02/2022 on https://www.nprocure.com/
5	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
6	Last Date of Receipt of pre-bid queries on email	10/02/2022
7	Last Date for online Submission of Technical and Financial bid	21/02/2022 up to 5:00 pm on https://www.nprocure.com/
8	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	22/02/2022 up to 5:00 pm
9	Opening of Primary Stage at GNLU, Gandhinagar	24/02/2022 at 11:00 am
10	Opening of Technical bid at GNLU, Gandhinagar	24/02/2022 at 2:00 pm
11	Date and time for opening of financial bid	Will be intimated to eligible bidders
12	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba – 382426, Gandhinagar, Gujarat
13	Tender fees	INR 2,500/- (Non Refundable)
14	Earnest Money Deposit	INR 35,000/-

Note: - Bidders should visit the university's website (https://www.gnlu.ac.in) for updates

## Introduction

Gujarat National Law University invites interested parties to participate in this Request for Proposal (this "Tender") for bidding and selection process for the appointment of bidders/reputed agencies/proprietors/firms and/or their authorized dealers for Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless (2<sup>nd</sup> Attempt). Tender Fee & EMD shall be paid along with online submission of Tender Documents shall be submitted before the due date along with the original documents. Bids shall be submitted online only at website: https://www.nprocure.com latest by 21/02/2022. The hard copy of Technical Bid, DD for Tender fee and Earnest Money Deposit (EMD) shall be sent to the Registrar, Gujarat National Law University, and Gandhinagar through Registered Post/Speed Post/Courier/Physical submission on or before latest by 22/02/2022, 17:00 hrs. Any subsequent amendments in the tender document will be available on above mentioned website.

## Information to the Bidder

Gujrat National Law University, Gandhinagar, invites tenders under "2 Bid system" for Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless (2<sup>nd</sup> attempt) at Gujrat National Law University, (01) years as per the specifications given in the item specifications as "Annexure A".

- 1. Tender document can be downloaded from the University Website at URL Link: or nprocure at https://www.nprocure.com/ and https://gnlu.ac.in/GNLU/Tender.
- 2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.
- 3. All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in pencil will be ignored. The tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization and that if during the years at any time the tenderer has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the tenderer. The relevant documents should be enclosed with technical bid. University is entitled for concessional GST @ 5% as per Notification No. 45/2017 (Central Tax Rate) and Notification No. 47/2017-(Integrated Tax Rate) dated 14-11-2017. This University is also registered with DSIR vide TU/V/RG-CDE (1115)/2018 dated 12-10- 2018 for availing concessional & Custom Duty.
- 4. The prescribed tender documents should be submitted in one sealed envelope duly super scribed with
  - "Tender for supply and installation of Lease Line of 50 MBPS over Radio/Wireless Optics Cable" (2<sup>nd</sup> attempt) for Gujarat National Law University at Gandhinagar, (Gujarat). This sealed envelope should contain three sealed envelopes marked a, b, & c as prescribed as under:
    - a. Envelope A containing tender form cost of Rs. 2500/- and the appropriate Earnest Money Deposit (EMD) both in the form of Demand Draft in favour of GUJARAT NATIONAL LAW UNIVERSITY payable at GANDHINAGAR. Tender shall be rejected if the tender form cost and Earnest money D.D.'s are not found in proper order.

- b. Envelop B containing the Technical Bid along with the supporting documents. (See
  - Terms & Conditions for more details)
- c. Financial Bid should be submitted on nprocure portal only.
- d. The tender document should be sent to:

## The Registrar, Attalika Avenue Knowledge Corridor, PDPU Rd, Koba, Gujarat 382426

- 5. The complete tender document is to be signed with seal & is to be placed in the separate envelope along with the necessary required documents.
- 6. Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer for refund of EMD.
- 7. All bids must be delivered to the above office up to the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be next working day or as announced by the University in the appropriate manner.
- 8. Clarification to Bid document/ Pre-bid query: No pre bid meeting will be conducting. Clarifications to bid document/ Pre-bid queries, if any, may be requested by email at registrar@gnlu.ac.in latest up to 10/02/2022.
- 9. Please Note that the tender document is subjected to verification with the original document, and if any discrepancy is found, the tender would be rejected. Tenders (Technical Bid) will be opened first in the presence of the attending vendors.
- 10. Submission of bids: The bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. Financial Bid is not to be submitted in the physical form and it has only to be submitted online through web portal.

Registrar

#### **GUJARAT NATIONAL LAW UNIVERISTY**

## **General Conditions of contract**

- All offers should be written in the English and price should be written in both, figures and words. The
  tenderer shall certify that the rates being quoted are not higher than those quoted for any Govt.
  Deptt. or Institution or DGS&D or any organization during last one year. If during the last one year at
  any time the tenderer has quoted rates lower than those quoted against this tender, the University
  would be given the benefit of Lower rates by the tenderer. The relevant documents should be
  enclosed with technical bid.
- 2. The duly constituted committee appointed by the competent authority of Gujarat National law University, Gandhinagar reserves the right to select some items (in single or multiple units) and reject the others or all items mentioned in the Schedule. The same committee will also reserve the right to

revise or alter the specifications before acceptance of any tender with prior notice on the University and Nprocure at www.

nprocure.gov.in.

3. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.

## 4. INSTALLATION REQUIREMENTS

- a. The installation of the Connectivity shall be carried out across the campus of Gujarat National Law University, Gandhinagar.
- b. Any statutory requirement for installation and working of all equipment of the ordered Radio/Wireless Connectivity shall be responsibility of the bidder.
- c. Permission from various authorities may be the sole responsibility of the bidder.
- 5. The Bid shall be treated as a 2 Bid System. The Technical Bid will be considered for applicants who's Tender Fee and Earnest Money Deposit (EMD) is found in order. Financial Bid shall be opened through online portal for those bidders who have qualified in Technical Evaluation.
- 6. Changes/Amendment: At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
- 7. Bid Validity- Bids should be valid for a period of 180 days from the date of opening of financial bid.
- 8. Withdrawal of bids: No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
- 9. Authorized Internet Service Provider: The bidder should have a valid Category "A" or "B" ISP license from Government. (Attach a copy of license).
- 11. **Bid Security:** Bid Security should remain valid for a period of 45 (Forty Five) days beyond the final bid validity period. The Bid Security can be submitted in the form of an account payee demand draft, fixed deposit receipt, or banker's cheque. The MSEs are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. A bidder's Bid Security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Security within the specified period. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award

of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance security.

## 12. Eligibility Criteria:

- a. The ISP should have a valid Category "A" or "B" ISP license from Government (Attach a copy of license).
- b. The bidder should have been in the business of Internet Service Provider for at least 5 years.
- c. The list of existing academic/enterprise customer of Internet Bandwidth (150Mbps or more) should be provided along with feedback. (Attach certificate).
- d. ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth. (Attach certificate).
- e. Bidder should have registered offices in Ahmedabad/Gandhinagar and Cover PAN India (Presence across Nation).
- f. Bidder should submit valid documentary proof of GST Registration Number as applicable and the details of income tax registration (PAN).
- g. The ISP should have a fully functional Customer Service Center in this region, which is operational 24 hours. (Attach Certificate).
- 13. **Performance Security:** On receipt of notification of award from the University, the successful Bidder within 14 days shall furnish the performance security at 10% of the cost of the Purchase ordered in the form of DD/FDR in favor of The Gujarat National Law University or in the form of Bank Guarantee issued/confirmed from any of commercial bank in India in an acceptable form. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the University account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Failure of the successful bidder to submit the performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.
- 14. **Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.
- 15. **Price Fall Clause:-** If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.

## 16. Terms of Payment:

- A. Payment for Fixed (One Time) Charges will be made by the Competent Authority after successful Installation, Testing, Commissioning of the System and Acceptance by the Tendering Authority.
- B. Payments will be made by the Competent Authority on quarterly basis for the Recurring Charges against the consolidated Bill raised to the Competent Authority only after the completion of each quarter subject to satisfactory performance as per committed. It will be the responsibility of the Service Provider to provide reports of Bandwidth usage and traffic to demonstrate that the SLA is being met.
- C. Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- 17. **Insurance:** As all the delivered hardware will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of Gujarat National Law University locations for the entire duration of the contract period against all risks.
- 18. **E-Payments:** Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer.
- 19. Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers: This will be done as per existing law in force during the currency of the contract.
- 20. **Refund from Supplier:** if the supplier, after claiming and receiving reimbursements for sales tax, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier) and that should be refunded to the University.
- 21. **Delivery Period:** Project is to be completed within 60 days in all respects i.e. deliveries and all kind of installations, testing and commissioning. Liquidated Damages at the rates referred in this document shall be imposed in case of any delays due to any reason whatsoever the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.
- 22. **Rescheduling:** The University may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.

- 23. **ACCEPTANCE TEST PLAN (ATP):** The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after PO is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the Gujarat National Law University and the service provider. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
  - A. rescind the purchase/supply order as to such non-conforming Material;
  - B. accept such material at an equitable reduction in price;
  - C. reject such non-conforming material and require the delivery of suitable replacements
    - If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.
    - ii. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 24. **SCHEDULE OF PAYMENT:** Mode of payment will be subject to the following conditions on various tasks as under Bandwidth Charges: Bandwidth charges are payable post quarterly after raising the bill by the successful ISP. For this ISP will raise the bills at the end of the each quarter.
- 25. **Selection of the Bidder:** For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Financial Bid.
  - 23.1 **Technical Bid:** Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self- declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:
  - 23.2 Requirement: Gujarat National Law University, Gandhinagar has a plan to install "50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) over Radio/Wireless at Gujarat National Law University, to be installed for a period of (01) one years" on rental basis. This is required for the purpose of connectivity for Internet services of GNLU. The following document, in its entirety, has been brought out as both a bid specification to outline the requirements for the works to be provided, and a basis for proposal submission by the bidder.

#### 23.3 Award of Contract

The Bidder with Lowest Rate mentioned in financial bid shall be awarded the contract for the period of one year.

## 23.4 Scope of the work:

- a. To provide 50 Mbps Internet leased line connectivity on uncompressed, unshared leased line (1:1) over Radio/Wireless at Gujarat National Law University on rental basis. This includes installation, commissioning, testing & up keep of the complete link for one year period. The connectivity will be through dedicated Internet service. The hardware and software required for the establishment of fully functional leased line will be provided by the bidder on rental basis.
- b. The bidder should provide interface to Gujarat National Law University for monitoring utilization / performance reports on real time, hourly, daily and weekly basis.
- c. Pre-qualification Criteria: Mandatory (Tenderers not meeting the criteria will not be considered)
- d. The service provider will be responsible for the comprehensive maintenance for the entire period of contract.
- 24.1 The bidder should have a valid Category "A" or "B" ISP license from Govt. of India (Attach a copy of license).
- 24.2 ISP must have distributed minimum 100 Mbps of Internet bandwidth to its clients (Attach certificate).
  - a) ISP should have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected onto international Radio/Wireless systems only (not on satellite).
  - b) The list of existing enterprise customers of Internet Bandwidth (100 Mbps or more) should be provided along with feedback.
  - 24.3 a) The quotation (on nprocure portal only) should clearly indicate the different components of the total charges- recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
    - b) The firm must give compliance statement of all the identical items along with all terms and conditions. Deviations, if any, should be clearly indicated in remarks in separate deviation sheet.

#### 24.4

- a. The ISP should have a fully functional Customer Service Centre in Gandhinagar and/or Ahmedabad, Gujarat which is operational 365\*7\*24 hours. (Attach Certificate)
- b. The bidder would insure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. Bidder will be Responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.

- c. Liasioning (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Gujarat National Law University shall be the responsibility of quoting firm.
- d. The Price bid will be considered only when it qualifies technically.
- e. Gujarat National Law University reserves the right to carry out the capability assessment of the bidder and the decision of Gujarat National Law University shall be final in this regard.
- f. ISP must clearly state in technical bid that financial bid contains all components viz. recurring, non-recurring, bandwidth charges etc. as mentioned above.
- g. Quoting firms must put page number on every page of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- h. Every bid document should be signed and stamped by authorized signatory.
- i. PERIOD OF INTERNET CONNECTIVITY SERVICE CONTRACT: The Internet Connectivity contract shall be initially for a period of (01) one year and can be extended for the further period of one more year subject to satisfactory performance and approval of the University

Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

- 26. **SPECIFICATIONS:** Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at Annexure-"A" at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting ISP's and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably is highlighted in the leaflet/literature enclosed with the quotation.
  - a) Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
  - b) Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.
  - c) Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Authorization letter of the firm, experience certificate for 3 years with supporting documents (couple of orders without any alteration/modification, copies of installation report and performance certificate) must be enclosed. Past Performance of the Vendors will be judged at the time of Technical Evaluation.
  - d) Average Annual turnover should be greater than 50,00,000/-INR or equivalent per annum for authorized ISP's for the last three successive years duly certified by the Chartered Accountants.
  - e) Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet of last three years, etc.
  - f) The Internet Service Provider self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.

- g) DD for EMD amount and tender fee as applicable
- h) University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
- 27. **Short listing of Vendors:** University will shortlist technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.
- 28. Conditional Offer will not be accepted.

## 29. **Rejection of Bids:**

- a) If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- b) If the technical offer contains any price information the offer will be summarily rejected.
- c) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- d) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- e) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- f) The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- g) The financial bid is required to be submitted online on https://gnlu.nprocure.com website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- 30. **Liquidated damages for delayed supply:** For any delay in Installation and Commissioning, the Gujarat National Law University will charge penalty of 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost. Once maximum is reached, the second party may consider termination of contract.

#### 31. **PENALTY FOR DOWNTIME:**

- a) If the services remain down for any reason for more than 4 hours including Saturday and Sunday, then 0.5% of the proportionate contract value will be deducted as penalty and if services remain down from 24 hours to one week including Saturdays, Sundays, and holidays then 1% of the proportionate contract value will be deducted as penalty.
- b) However, If the services remain down for more than a week then 2% of the proportionate contract value will be deducted as penalty for each such weeks up to two weeks after which

the security deposit will be invoked and the University will have right to cancel the order and go for any other ISP.

- 32. **Assignment / Subcontracting /sublet:** The Vendor shall not assign the order received, any rights under this agreement or to become due here under neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.
- 33. Cancellations of tender: The University reserves Right to Accept any Bid and to Reject any Or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 34. The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:
  - a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
  - b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
  - c) files a voluntary petition in bankruptcy; or
  - d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
  - e) voluntarily ceases trading; or
  - f) merges with or is acquired by a third party; or
  - g) Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries here under by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

## 35. WARRANTY AND ANNUAL MAINTENANCE CONTRACT (AMC)

- a) The Internet with related equipment and communication links installed by the vendor shall have a comprehensive onsite warranty for the entire period of the Service Contract after the successful commissioning and acceptance.
- b) The bidder shall ensure an uptime of 99.5% for the entire duration.
  - c) ISP will ensure maintaining services from the nearest service center which should be well equipped with service engineers and sufficient spares. The vendor will do preventive maintenance once a month for upkeep of the system.

#### **36. RESPONSIBILITIES UNDER THE CONTRACT:**

The ISP would be responsible for the following:

- a) To provide 50 Mbps Internet connectivity (Leased Line) at Gujarat National Law University on yearly rental basis.
- b) Internet Router Port at ISP Gateway for required Bandwidth and 16 Public IP addresses of ipv4 and ipv6 pool subject to increase of another 16 Public IP addresses based on the requirement for free of cost.
- c) Installation, commissioning, configuring of the link and hardware/software (Mux, Modems and Router etc. to make line fully functional at 50 Mbps.).
- d) Maintenance support services (24 hours and 7 days a week) for Bandwidth and equipment.
- e) ISP or authorized person from ISP will be required to sign Service Level Agreement.
- f) Either party may terminate the contract after giving three month notice.
- g) In case of the above parameters going out of specifications, Gujarat National Law University will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, Gujarat National Law University reserves the right to cancel the contract within one-month.
- 37. **Delivery and Opening of Tender:** All tender documents should be sent through courier, speed post, registered post or by person. Telegraphic / fax offer will not be considered and ignored straightway. All tender documents received after the specified date and time shall not be considered. The completed tender should be delivered at the Inward Section of the Administrative building of the Gujarat National Law University, Attalika Avenue Knowledge Corridor, PDPU Rd, Koba, Gujarat 382426.

The Technical Bid will be opened on 24/02/2022 (at 11.00 A.M.) I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

Seal & Signature of Vendor

## **38.Technical Specifications:**

## "Annexure A-"

Technical specification and requirements for 50 Mbps Internet connectivity Leased Line (1:1 uncompressed and unshared with last mile on Radio/Wireless) 2<sup>nd</sup> attempt for Gujarat National Law University for a period of (01) one years.

Sr.No.	Technical Specification for Internet Leased Line Connection	Complied (Yes/No)	Deviation if any
1	The ISP should have a valid Category "A" or "B" ISP license from Government (Attach a copy of license) and The bidder should have been in the business of Internet Service Provider for at least 5 years.		
2	The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 50 Mbps symmetric bandwidth without any compression factor through Radio/Wireless.		
3	The ISP/bidder should have fully resilient and self-healing network architecture, on Radio/Wireless medium, from the international gateway in India up to the international Points of Presence		
4	The ISP/bidder should have Network Operation Centre (NOC) for trouble shooting around the clock		
5	Internet Router Port at ISP Gateway for required Bandwidth and 16 Public IP addresses of ipv4 and ipv6 pool and subject to increase another 16 Public IP addresses as per the terms & conditions.		
6	The bidder should furnish a detailed network/ schematics diagram (including active and passive component requirement) of total solution proposed showing connectivity from ISPs gateway Terminal Point to required locations of the Gujarat National Law University		
7	The connectivity from the POPs of service providers to Gujarat National Law University premises shall be through Radio/Wireless Media		
8	All the equipment's supplied by the bidder should be capable of handling higher band width in case up gradation is required in the later stage.		
9	Any Software and Hardware (Active and Passive component) required establishing the purchased bandwidth will be provided by bidder to make leased line fully functional		
10	The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid		
11	The bidders should have Direct \ toll free number to register complaints round the clock (24x7), Maintenance support service (24 hours and 7 days a week)		
12	All the POPs from where the ILL bandwidth is provided Gujarat National Law University should have redundancy of equipment's, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.		
13	The ILL links should be available in full duplex mode which must be demonstrated to Gujarat National Law University.		

14	The service provider should have independent Network Operation Centre with 24x7 supports to take care of the ILL link management requirements. The service provider should furnish details of Toll Free number reachable	
	from BSNL/MTNL Landline phones for logging complaints	
15	Service provider has to provide facility to Gujarat National Law University, to monitor the SLA (Service level Agreement) parameters and log the Trouble tickets on line. Gujarat National Law University should also be able to obtain standard reports on the ILL links' Bandwidth Utilization (in Mbps, in frames/sec), Errors (frames/sec), Discarded (frames/sec), Non uncast(frame/sec), Bandwidth availability, Packet loss (in %), Latency of links etc. through any network monitoring tool / web browser provided by service provider.	
16	Gujarat National Law University will consider the successful provision of the link subject to satisfactory Acceptance Test. However, the same will be shared with the Bidder / ISP.  Following tests may be adopted:  a. Average latency should not be more than 250 ms up to ISPs 1st Tier 1 peering point.  b. Domestic Latency < 80 Millisecond during peak traffic hours  c. International Latency < 250 Millisecond during peak traffic hours d. Packet Loss < 0.5%  e. Facilities of testing above parameters will be provided by the Bidder / ISP	

In case the above parameters going out of specifications, GNLU will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, GNLU reserves the right to cancel the contract with one month notice.

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## PROFORMA FOR TECHNICAL BID

The Technical proposals to be submitted by the bidder shall contain the requisite information in the sequential manner with list of all supporting documents in support of their claim as prescribed below:

S. No.	Description	Details
1	Name of the Firm	
2	Contact details along with Email IDs, Phone Numbers	
3	PAN / other valid registration certificate issued by Government of India (specify)	
4	GST Registration No. (Please attach copy)	
5	Latest GST Return (Please attach copy)	
6	<ul> <li>a. Balance sheet and Profit loss account statement for last 03 years [2018-19, 2019-20 &amp; 2020-21] attached (Y/N)</li> <li>b. Income Tax Returns of the assessment years 2018-19, 201920 and 2020-21 (Y/N)</li> </ul>	
7	Whether the bidder has average annual turnover of at least 50,00,000/-INR through Providing ISP at Educational Institutions of Repute in last 3 years as per Bid Document? (Y/N)	
8	Experience of similar work in University/ Institutes (order copies are attached ) (Y/N)	
9	Whether the bidder has minimum 5 live sites of ISP in Higher Education? (Y/N)	
10	Whether the bidder has at least 2 Institutions of Higher Education in last 3 years having a total project cost of more than Rs. 50 lakhs each? (Y/N)	
11	Proposal validity of 180 days accepted (Y/N)	
12	Whether the bidder has agreed to all terms and conditions as mentioned in the bid document? (Y/N).  Undertaking shall be submitted on the company letter head by its authorized signatory along with technical bid	
13	Self-declaration that the bidder has not been blacklisted by any state/central government in India.(Y/N)	
14	Satisfactory performance certificates from Two different existing clients (Y/N)	
15	Details of DD towards Tender fees a) Amount: b) D.D. No. c) Date of issue: d) Name of issuing bank	

16	Details of DD towards EMD a)	
	Amount:	
	b) D.D No:	
	c) Date of issue:	
	d) Name of issuing bank	

Note: Please attach necessary support documents

# **Proforma for Financial Bid**

SI. No	No. of links / Speed	Unit Rate per year	Yearly Cost	Two Year Cost
1	(A)Bandwidth Charges: One no. 50 Mbps Internet connectivity Leased Line (OFC) (1:1 uncompressed and unshared) at Gujarat National Law University Gujarat			
2	Applicable taxes on above			
3	(B)One time installation & Configuration charges			
4	Applicable taxes on above 3			
5	(C)Annual rentals (Recurring charges)			
6	Applicable taxes on above 5			
7	Total			
8	Any other charges (To be specified) (if any)			
9	Over All Total (7+8))			
10	Over All Total in Words			
	<ol> <li>Order shall be placed on the party way Year Cost</li> <li>In case of confusion of unit rate again case of confusion in word and figure price quoted in word will prevail. So overall price, price quoted in words</li> </ol>	nst total price, unit es in quoted rate / t similarly in case of	rate will prevai	I for evaluation. In y item, rate / total

## **DECLARATION**

1.	I, Son /Daughter of Mr
	Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s
	am competent to sign this declaration and execute this tender document.
2.	I have carefully read and understood all the terms and conditions of the tender and hereby
	convey my acceptance of the same.
3.	The information/ documents furnished along with the above application are true and authentic
	to the best of my knowledge and belief.
4.	I/ we/ am 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.
5.	Each page of the tender document and papers submitted by my Company is authenticated, sealed
	and signed, and I take full responsibility for the entire documents submitted.
Δп	thorized Signatory
,	
(Se	eal of the Company)
, - ,	

## **FORMAT FOR INTEGRITY PACT**

To,
Gujarat National Law University,
Attalika Avenue Knowledge Corridor,
Koba – 382426, Gandhinagar, Gujarat

Sub: "Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared Internet Leased Bandwidth requirements over Radio/Wireless" 2<sup>nd</sup> attempt.

Dear Sir,

I/We acknowledge that GNLU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the Tender.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GNLU.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GNLU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Data	Yours faithfully,
Date:	
	(Signature, name and designation of the Authorized signatory) Place:
	Name and seal of Bidder

# To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of GNLU

#### FORMAT FOR INTEGRITY PACT

This Integrity Agreement is made at on this day of 20
BETWEEN
Gujarat National Law University (GNLU), Gandhinagar (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
AND
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to
as the (Details of duly authorized signatory)
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
Preamble
WHEREAS the Principal / Owner has floated the Tender (Tender No)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for(Name
of work) hereinafter referred to as the "Contract".
AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

and Contract between the parties.

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the GNLU all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract. (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process. (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the GNLU interests. (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or

firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

## Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

## **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

## Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GNLU

#### **Article 7- Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

## **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)
(For and on behalf of Bidder/Contractor) WITNESSES:  1
2
(Signature, name and address) Place:
Dated:

## ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR

Location:
Date:
From (Name & Address of the Statutory Auditor)
To The Registrar, Gujarat National Law University Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P. O.), Gandhinagar - 382426 (Gujarat).
Ref.:
Sir,
We hereby certify that the annual average turnover of last 3 financial year of M/s(Name of the bidder) is not Less than 50,00,000/-INR (Rupees Fifty Lakh).
Note: Please attach necessary support documents
Yours Sincerely,
(Signature of Authorized Signatory)
Name of the Authorized Signatory:
Seal

## **Letter of Transmittal**

Date:

To, The Registrar, Gujarat National Law University, Knowledge Corridor, Koba, Gandhinagar, Gujarat 382426

Dear Sir,

We, the undersigned, Supply, Installation and Maintenance of 50 Mbps 1:1 Dedicated Unshared

Internet Leased Bandwidth requirements over Radio/Wireless 2<sup>nd</sup> attempt in accordance with your Tender No. PC-14/2021 dated 01/02/2022. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.

I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Gujarat National Law University is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

Yours faithfully,
Place:
(Signature / Name of Authority)
(Seal of Firm with Registration number signatory / Stamp of firm)

## **DETAILS OF EXISTING CLIENTS**

## (Provide details of top 2 clients)

S.No	Name & address of the	Organization	Providing	Value of	Detail of
	Institution	(Departments/Autonomous	Service since	(INR)	contact
		Institutions/Universities/PSUs	(Year)		
		of the Govt. of India or any			
		other State Government or Public Sector Banks or			
		Bodies/Municipalities)			
		Bodies/ividificipalities)			
1					
2					
2					
3					

Note: Please attach necessary support documents