



Request for Proposal (RFP) Vol. I

(Online e-Tendering)

For

Setting up of a Telecom Lab

For

Various affiliated Colleges

Of

Gujarat Technological University, Gandhinagar

RFP No. GTU/12/2015-16/ Date: 01/01/2016

Gujarat Technological University

Nr. Vishwakarma Government Engineering College, Nr. Visat Three Roads, Visat - Gandhinagar Highway

Chandkheda, Ahmedabad – 382424 - Gujarat

Phone: 079 2326 7800 Email: info@gtu.ac.in, registrar@gtu.ac.in

1. Background

Gujarat Technological University (GTU) is established by Government of Gujarat vide Gujarat Act No. 20/2007. The University caters to the entire field of engineering, pharmacy, business studies (MBA programs) and Computer Applications (MCA) in Gujarat. University plays very important role in shaping not only career of the students of the affiliated colleges but also shaping the future of economy of the country in general and of the state of Gujarat in particular by way of deploying innovative teaching and orientation methods for the students. At GTU, it has been a constant endeavour to nurture a world class pool of talent which will lead and direct tomorrow's India. Because of its proactive attitude and futuristic thinking, GTU has been ably supported by various national and international government agencies and industries

Setting up of Telecom Labs in various affiliated colleges is one of such initiatives envisaged by GTU and supported by Centre for Entrepreneurship Development, Government of Gujarat. A typical Telecom Lab will have in house facility to impart short terms bridge courses and expose students to the latest technologies in a live environment, coupled with an audio visual and multimedia content delivered by Professionally Qualified Tutors. It is also envisaged that the Telecom Lab will work in flexi- hours to enable students to take its maximum advantage after normal college hours since this is an add on qualification for the students.

These Labs will provide training in line with the course aligned by Telecom Sector Skill Council, (TSSC) under aegis of National Skill Development Corporation and will not only provide training to the students, but will also endeavour to assist them in getting employed by way of Certification, Interaction with Telecom Manufacturers and Telecom Service Providers, online listings and other possible ways.

It is pertinent to note here that telecom is one of the fastest-growing industries in India. Today India stands as the second-largest telecommunications market in the world. This sector which is growing exponentially is expected to generate about 4.1 million additional jobs by 2020, as per Groupe Speciale Mobile Association (GSMA).

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide brief scope of work and details of deliverables to prospective bidders.

2 Invitation for Bids

2.1 RFP Notice

- 2.1.1** This RFP document invites detailed bid proposals from the interested parties including the industry partner or their authorized representatives for participating in the project for setting up of Telecom Labs in various Colleges affiliated to GTU .GTU is inviting offers through E-tendering route for supply of Carrier Grade Telecom Equipments along with

necessary training Content to set up Telecom Labs in various engineering colleges affiliated with GTU in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

- 2.1.2** Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The full document can be downloaded from <https://gtu.nprocure.com> on or before 25/01/2016.

The details of the bid are as under:

2.2 Essential Information

S. No.	Information	Details
1	Bid Inviting Authority	Registrar, GTU , Ahmedabad
2	Bid Reference No and Date	12/2015-16 Date: 01/01/2016
3	Place of Execution	Ahmedabad
4	Cost of RFP Document	Rs. 5,000/- (Rupees One Thousands) in the name of "Gujarat Technological University." payable at Ahmedabad.
5	Bid security / Earnest Money Deposit	Rs. 4, 50,000/- (Rupees Four lakhs only) in the form of DD in favour of: "Gujarat Technological University." payable at Ahmedabad. Bidder registered under NSIC scheme is exempted from paying EMD as per guide lines of Government of India.
6	Last date for submission of written queries for clarifications.	08/01/2016 up to 16:00 hrs
7	Last Date of Response to clarifications and issuance of corrigendum by GTU	15/01/2016
8	Submission of RFP (Online)	25/01/2016 up to 15:00 hrs
9	Submission of RFP – Physical Submission of Technical Bid – Date, Time and place for submission	Date and Time: 25/01/2016 up to 18:00 hrs Address: Gujarat Technological University, Nr.Vishwakarma Government Engineering College, Nr.Visat Three Roads, Visat - Gandhinagar Highway , Chandkheda, Ahmedabad – 382424 - Gujarat

10	Place, Date and Time to open the Pre-Qualification & Technical bid	30/01/2016 at 16:00 hrs GTU Campus
11	Place, Date and Time of Technical Presentation in response to the RFP (For bidders qualifying the Pre-Qualification Criteria only)	GTU Campus (The date &time shall be indicated to the qualifying bidders)
12	Place, Date and Time of opening of Online Financial proposals received in response to the RFP notice	(The date &time shall be intimated to the qualifying bidders)
13	Contact Details for queries	info@gtu.ac.in, registrar@gtu.ac.in
14	Addressee and Address at which The proposal in response to RFP notice is to be submitted.	Registrar, Gujarat Technological University, Vishvakarma Engineering College Campus, Chandkheda, Ahmedabad

2.3 Other Important Information related to bid

S. No.	Item	Description
1	Bid Validity Period	60 days from the date of submission of the bid.
2	Deadline/ last date for furnishing performance security	Within 15 days from the date of issue of Letter of Intent/Work Order.
3	Performance security value (Performance Bank Guarantee)	5% of the quoted project cost (Excluding Taxes) in the form of Bank Guarantee (As Per Clause No. 3.24)
4	Validity of Performance Bank Guarantee	14 months
5	Last date for signing agreement	Within 15 days of receipt of the Work Order

2.4 Check Lists (To be filled by the Bidder)

2.4.1 Documents comprising the bid

2.4.2 Check List for Technical bid (To be filled by the Bidder)

Sr. No	Item	Available on page no.
1	Documents showing proof of fulfilment of Prequalification as per point number 28.2.	
2	Company Profile, Financial Details, Past Experience, Authorization from the manufacturer, Power of Attorney Etc.	
3	Technical and Functional Compliance of the offered hardware and software with name of the manufacturer	
3	Details of Existing User Base of the proposed equipment along with contact details for references	
4	Compliance of the Training Material and Availability of Trainers with manufacture/bidder in accordance with guidelines decided by Telecom Sector Skill Council (TSSC)	
5	Scanned copy of Proposal covering letter/ undertaking as per the format provided in this RFP document – Annexures	
6	An authorization letter of competent authority, the bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.	
8	Declaration that the bidder has not been blacklisted by any State/Central Govt./ UT Administration/Semi-Government Organization/ PSU, etc.	
9	The scanned copy of the RFP purchased/downloaded by the bidder shall be submitted in original and countersigned by bidder with the Technical Bid.	
10	Approach & Methodology for imparting effective training to students and training plan.	
11	EMD/NSIC certificate as per RFP document as per clause number 2.2.5	
12	The bidder shall submit a detailed recommendation, item wise list of infrastructure/ hardware/software/ area like number of computers, power supply, A.C., Area for lab etc. in technical bid in a separate annexure	

2.4.3 Check list for financial bid –

Sr. No	Item	Available on Page Number
1	Duly signed and sealed price bid as per format given in RFP	

- The bid should be a complete document and should be page numbered, indexed and bound as single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- Bids sent by Telex/Telegraphic/Tele-fax/Email will be rejected

2.5 Signing of Communication to the GTU

All the communication to GTU including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authorization letter should be attached with the bid.

3. Instructions to bidders

- 3.1. The entire proposal shall be strictly as per the format specified in this Request for proposal. Bids with deviation from this format shall be rejected.
- 3.2. Bidders who wish to participate in this bid will have to register on <https://gtu.nprocure.com>. Further, bidders who wish to participate in online bidding will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- 3.3. The bidders are required to submit the bid online only on www.gtu.nprocure.com
- 3.4. Pre-qualification criteria and Technical Bid of the tender should be submitted in soft copy On-line only on www.gtu.nprocure.com.
- 3.5. Financial Bids must be submitted online on www.gtu.nprocure.com.
- 3.6. Format for Financial Bid should be as per format provided. The formats are available online on the website www.gtu.nprocure.com
- 3.7. Please note that prices should not be indicated in the Technical Bid.
- 3.8. Any deficiency or deviation in the documentation may result in the rejection of the bid.

- 3.9. The Bidder will be required to co-ordinate with Manufacturer in case the bidder is their authorised representative/agent and ensure that all required documentation, training material, Manufacturer's Authorization to bid and represent them , licenses if any are provided as per the specifications and details mentioned in the RFP.
- 3.10. The last date of submission of bid on the website <https://gtu.nprocure.com> is 1700 Hrs. on
- 3.11. The bid is non-transferable.
- 3.12. The Bidder has to quote only one option/product against (i.e. one product can be quoted) against each item. Bidders are required to mention make and Model of the product.
- 3.13. The bidder will have to supply, install, maintain and provide warranty for hardware, software and peripherals and carry out necessary integration and software implementation and commissioning of the products to set up the LABS at the assigned Engineering colleges located all across Gujarat State.
- 3.14. The Bidder shall bear all the costs associated with the preparation and submission of its bid. GTU, in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 3.15. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signatory and other supporting documents as asked for in the bid in scanned format. Failing to submit the same or noncompliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 3.16. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of their bid.
- 3.17. GTU may amend this RFP any time prior to the deadline for submission of bids, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder and may extend the deadline for submission in such cases at its own discretion. In all such cases, the corrigendum/s will be published on website <https://gtu.nprocure.com>
- 3.18. GTU will follow Preferential Market Access (PMA) Policy laid down by Government of India and will give preference to the products /services being offered by Indian Manufacturers or their authorized bidders. Bidders quoting products manufactured by Indian Manufacturers will only qualify to bid.
- 3.19. Bid Currency - Prices shall be quoted in Indian Rupees only.

- 3.20. The Bidder will have to submit **Non Refundable Bid Processing Fees of Rs. 5,000/- and Earnest Money Deposit (E.M.D.) of Rs. 4,50,000/- (Rupees Four Lacs fifty thousand Only)** on or before the date and hours of opening of the bids in a sealed cover super scribed through **Bid Processing fees and EMD for the E-tender no.12/2015-16. At GTU office either in person/Courier/ Speed Post.** The cover should be addressed to the tendering authority. **“However the EMD may be exempted if the bidder has NSIC Registration. In this case the bidder is required to furnish hard copy of the valid NSIC certificate along with Bid Processing Fees.**
- 3.21. Bid Processing fees and E.M.D. must be in the form of a Demand Draft (Separate Demand Drafts for Bid Processing Fee and EMD) in the name of “Gujarat Technological University.” payable at Ahmedabad along with the covering letter.
- 3.22. In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GTU as non-responsive.
- 3.23. Unsuccessful bidder's E.M.D. will be returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract.
- 3.24. The PBG of 5% of the quoted price (Exclusive of Taxes) must be made available by the Manufacturer of products of the successful bidder at the time of final payment for the duration of warranty from any of the Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (The draft of Performance Bank Guarantee is attached herewith).
- 3.25. In exceptional circumstances, GTU may ask the bidder to extend validity of the bid submitted. This extension will be at bidder’s discretion. Bidder may refuse the request without forfeiting their E.M.D. A Bidder granting the request will not be permitted to modify its bid. Successful bidders will have to sign the contract upon receiving the work order with the purchaser(s) within 15 working days from the date of work order. (The draft of the Contract form is attached herewith)
- 3.26. The successful Bidder's E.M.D. will be returned upon signing the Contract.
- 3.27. Prices quoted shall be inclusive of excise duty, freight, forwarding, transit insurance , installation charges and Sales Tax/VAT.

4. Termination for Default

- 4.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

4.1.1. if the bidder fails to deliver any or all of the Goods within 30 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or

4.1.2. if the Bidder fails to perform other obligation(s) under the Contract/Purchase order.

4.1.3. If the Bidder, in the judgment of the Purchaser has engaged in corrupt (as per clause no. 4.1.4) or fraudulent practices (as per clause no. 4.1.5) in competing for or in executing the Contract.

4.1.4. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

4.1.5. "fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

4.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to 4.1 Clause above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

4.3. Right to terminate the process

GTU may terminate the RFP process at any time and without assigning any reason. GTU makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by GTU. The bidder's participation in this process may result in GTU selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by GTU to execute a contract or to continue negotiations. GTU may terminate negotiations at any time without assigning any reason.

The decision of Registrar of Gujarat Technological University regarding forfeiture of the EMD amount and rejection of bid shall be final and binding to the bidder.

5. Authentication of bid

The original and all copies of the bid shall be typed or written in indelible ink. It should be signed by the bidder or representative/s of the bidder, duly authorized to bind the bidder to the contract. A letter of authorization shall be provided along with the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

6. Validation of interlineations in bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

7. Language of bids

The bids and all correspondence and documents relating to the bids, shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the bid shall be considered final and binding. There should be proper page numbering on every page of bid for proper referencing.

8. Late Bids - Bids as well as physical documents like EMD and Bid processing fee will not be accepted after time and date of final submission.

9. Modification and Withdrawal of Bids

9.1. No bids will be allowed to be modified subsequent to the final submission of bids.

9.2. No bid will allowed being withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

9.3. The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GTU officer(s) at their discretion, may consider appropriate, will be announced at the opening.

10. Bids will be opened with the buyer's private digital key in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

11. TECHNICAL SPECIFICATIONS :

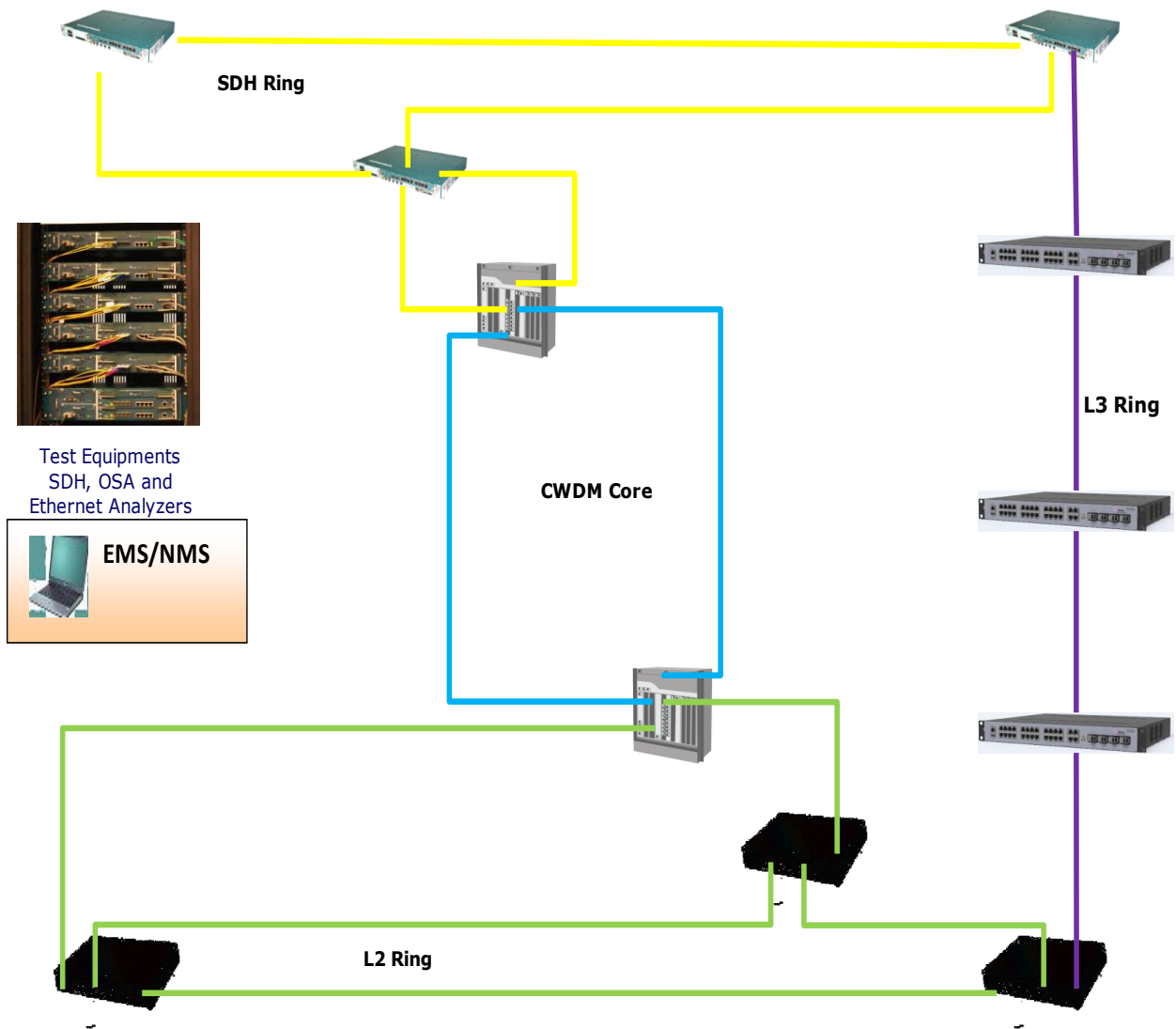
Serial Number	Type of Equipment	Specifications	Qty
1	SDH Equipment	System should Support Order wire interface, 10/100 Mbps NMS Ethernet interface, One serial interface for craft/F1 port, One serial interface for BITS clock. Alarm input and output interfaces and alarm reset button.	4 NOS
		System should have capability of E1 tributary card supporting min of 252 E1 channels and 3 E3/DS3 channels.E1s can be terminated on the different card	
		L2 Ethernet card should have line interface min of 16x10/100 Mbit/s (FE), 16x100 Mbit/s (FE) optical and 4x1000 Mbit/s (GE) Ethernet ports.	
		<p>Tributary card should support 8 sTM-1 o and 8 STM-1 electrical ports.</p> <p>Ethernet Module Requirement:</p> <p>Transport feature: Auto-negotiation, GFP-F,VCAT, LCAS, Flow Control.</p> <p>Switching feature : 802.1 Q & Q in Q switching, MAC based switching, Spanning tree Protocol, QoS , Access Control List, Diff-serv Policies, Broadcast Storm control, port Mirroring, rate policing.</p> <p>Config : Non Redundant XCC , Dual -48V Power supply ,5 E1 , 3 E3 /DS3 , 2 nos of STM-16 , 8 nos. of STM-1o , 8 nos. of STM-1 e</p>	
2	Carrier Ethernet	<ol style="list-style-type: none"> 1. Interface requirements : 2 nos. of 10G and 12 nos of 1G ports 2. It shall be possible to use all interfaces as client interface or network interfaces. 3. CE Switch shall support Shared VLAN learning (SVL) and Independent VLAN learning (IVL).And learning will be based on only 48 bit Destination MAC address and 60 bit Destination MAC address + S/B-VID 	2 nos

		<p>respectively.</p> <ol style="list-style-type: none"> 4. CE Switch shall support Hardware based aging of MAC Address Table entries. The aging timer shall be configurable from 10 second to 10 Lakh seconds. 5. It shall be possible to assign any port in 802.1Q encapsulation mode, 802.1ad encapsulation mode or 802.1ah encapsulation mode. 6. CE Switch shall support Ethernet ring protection based on G.8032 for both S-VID and B-VID. This shall work in conjugation with PBB to provide 50ms protection for non PBB-TE B-VIDs. 7. CE Switch shall support simultaneously 1:1 protection as specified in IEEE 802.1Qay to provide redundancy for PBB-TE tunnels 	
		<p>QOS :</p> <ol style="list-style-type: none"> 1. The CE Switch shall support Single rate three colour marking (srTCM), two rate three colour metering (trTCM) as per RFC 2698 and RFC 4115 and colour aware srTCM and trTCM based metering. 2. The CE Switch shall support hierarchical QoS at egress at CoS, flow and tunnel level. There shall be an option to trust the colour of the incoming packet. 3. Access Control List (ACL): It shall support ACLs to prevent unauthorized access. It shall be possible to deny traffic based on the following: <ol style="list-style-type: none"> 4. Source Interface type. 5. Source/ destination MAC. 	

		6. VLAN ID	
3	L3 Switch	<ol style="list-style-type: none"> 1. Support IEEE 802.3 (10BaseT), IEEE 802.3u (100BaseTX) , IEEE 802.3z (1000BaseSx/LX/T) 2. Support L3 Protocols such as Static Route, RIP v1/v2, OSPFv2, VRRP 3. Support L2 features such as IEEE 802.1d, 802.1p, 802.1Q, 802.1s, 802.1w, 802.3ad 4. System should support SNMPv1, SNMPv2, and SNMPv3 5. CLI support or Web login 6. 802.1p CoS and DSCP, Weighted tail drop (WTD) to provide congestion avoidance ,Strict priority queuing, rate limiting 7. Protocol Independent Multicast (PIM) for IP Multicast routing including PIM sparse mode (PIM-SM) 8. Port Mirroring 9. Broadcast Storm Control 10. Power requirement 240 VAC , 50 Hz 11. IGMP v1, v2 and v3 snooping 	3
4	L2 Switch	<ol style="list-style-type: none"> 1. SNMP v1,v2 ,v3 support 2. RMON support 3. STP, RSTP & MSTP 4. IEEE 802.1Q compliant VLANs support (Port & MAC/tag based) 5. IEEE 802.1p compliant prioritization 6. Support for External RADIUS /TACACS for console access restriction and authentication 7. MAC address based security support 8. Switch should support port security, DHCP snooping, ARP inspections 9. Support for IGMP snooping & Port aggregation / Trunking 10. Support QoS for egress and ingress traffic 	3

		11. Compliance to 802.1X port level authentication	
5	CWDM /DWDM Equipment	<ol style="list-style-type: none"> 1. System should have maximum height of 4 Rack units and depth of 300 mm 2. Support for 4 channel 100GHz OADM card 3. Support for Amplifier and DCM 4. Should be a Telecom grade product 5. Should have Redundant power units 6. Should have Redundant controller cards 7. All units must be field replaceable (FRU) 8. Must be capable of Telecom grade Operation, Administration and management (OAM) 9. Product must support multiple configurations: POTP/SDH, PTN and DWDM 	2
6	Test Equipment	Tester to support STM 1/4/16 & PDH Interface E1/E3 and Ethernet 10/100Mbps , L1/L2 features	1
7	EMS Software	<ol style="list-style-type: none"> 1. Should be able to Manage the Network and provide LMS and IMS 2. Should be configurable with the entire Network 	1
8	Accessories	<ol style="list-style-type: none"> 1. Cables & connectors 2. Suitable Racks 	1 set

Lab Setup- Indicative Diagram: (Example) can be better



12. Delivery and installation:

The entire project of the Telecom LAB installation & commissioning must be completed within 60 working days from the date of award of contract including time incurred during inspection. The successful bidder has to carryout pre-inspection of site and site survey for setting up the required LAB. The delivery of Hardware ordered must be delivered within 30 days from date of purchase order.

- 13.** Bids shall be valid for 60 days after the date of submission. A bid valid for a shorter period shall be rejected as non-responsive.
- 14.** Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as nonresponsive and will be rejected.

15. Penalty Clause

15.1 If the bidder fails to complete The entire project of supply , installation and commissioning of these LABS within 60 working days of the issue of the confirmed purchase order, then a sum

equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.

- 15.2 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited. And Clause no. 4 will be made applicable.

16. Warranties

The bidder should quote all equipment & Parts along with 1 year on site comprehensive warranty. Bidder is also required to quote onsite comprehensive annual maintenance charges for next 4 years as per the format defined in the price bid.

17. Uptime during warranty period:

- 17.1** The bidder is required to ensure an uptime of 90% for the supplied equipment based on an operating period of 18 hours per day for 6 days in a week. Failing which the bidder/manufacturer will be required to pay a penalty of Rs. 500/- per day in case the setup is down and unattended for a period exceeding 48 hours.
- 17.2** If any critical component of the entire configuration is out of service for more than one week, the manufacturer shall either immediately replace the defective unit at its own cost.
- 17.3** The bidder has to attend the site call and commence repair work of the equipment within 48 working hours of being notified of equipment malfunction.
- 17.4** The bidder should have a local office/ representative office in Gujarat and should provide all details of the local office and the Service center's telephone numbers.

18. Payment:

18.1 Payment Terms for supply of Goods

- 18.1.1 60% of the quoted price will be made on delivery of the materials intended for the LAB and as defined in the tender technical specifications.
- 18.1.2 35% of quoted price will be paid after successful commissioning of the LAB.
- 18.1.3 5 % of quoted price will be paid against valid Performance guarantee from the manufacturer.

18.2 Payment terms for Services :

- 18.2.1 Payment for Annual Maintenance Contract charges will be paid in advance on Quarterly basis from the start of 2nd year from the date of acceptance testing.
- 18.2.2 GTU/ Engineering College will assign qualified teaching staff (Maximum Five Persons) to be trained by the bidder/manufacturer for each telecom lab. The Bidder/Manufacturer will train this teaching staff at their own training facilities/ at Telecom Lab or at any other location at its own discretion. In event of the city of training being other than the city of Telecom Lab, the bidder will arrange for lodging and boarding of the teaching staff. However Local Conveyance and travelling charges will be borne by GTU.

- 19.** GTU reserves the right to change any bid condition, specification and quantity of any item even after inviting the bids, with/without prior notification.
- 20.** The tendered quantities are only for one Telcom Lab at pilot location. Based on successful performance of the bidder, GTU may request bidder to establish addition labs at other locations within a period of 6 months from the date of first purchase order. All terms and conditions including quoted price will be as per the first purchase order and no variation or deviation will be allowed.

20.1 GTU envisages to offer following courses as per the guidelines prescribed by Telecom Sector Skill Council:

SN	Course Name	Qualification Pack (QP) of TSSC	Topics covered	Duration HRS
1	INSTALLATION ENGINEER L1 / DWDM & SDH	TEL/Q6300	Commissioning of DWDM & SDH Equipments	121
			<i>Installation of DWDM & SDH Equipments</i>	24
2	INSTALLATION ENGINEER L2 / L3	TEL/Q6301	Commissioning of L2/L3 switches	118
			Installation of L2/L3 switches	24
3	NETWORK MANAGEMENT ENGINEER	TEL/Q6302	Network management	108

21. Delivery and Inspection of Material:

- 21.1 Delivery and Documents:** Upon delivery of equipment to the college, the bidder should notify GTU mentioning adequate details like date of delivery, details of equipment supplied, mode of transport etc. to enable GTU to take necessary action at their end.
- 21.2** The Bidder should supply at least two copies of operation and maintenance manuals and drawings along with every equipment. Besides, the bidder should forward one copy of such manuals and drawings along with Original Warranty Certificate to GTU. These manuals and certificates should be in English Language.
- 21.3** The Bidder shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by them or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regards.

22. Inspection and Tests: Inspection and Tests prior to shipment of Goods and at final acceptance are as follow:

22.1 The Inspection of the goods will be carried out by GTU to check whether the goods are in conformity with the technical specifications attached to the contract.

22.2 Following broad test procedure will generally be followed for inspection and testing of supplied equipment post installation.

Name of the Equipment	Tests to be carried out
SDH/DWDM/L1/L2	Test Reports from Manufacturer and sample experiment
EMS Software	On-line connectivity and test

23. Site Preparation and Installation:

23.1. The Purchaser is solely responsible for the readiness of the sites. If project execution/ handover are delayed because of lack of site readiness the bidder will not be responsible for such delay. This kind of delay will not attract any penalty from the purchaser. (The bidder shall submit a detailed recommendation, item wise list of infrastructure/ hardware/software/ area like number of computers, power supply, A.C., Area for lab etc. in technical bid in a separate annexure). The purchaser will equip each location with following equipment / facilities. If any additional facilities/ Equipment's are required, the supplier should list the same by adding and an annexure in the technical bid.

23.2. Complete Hardware and software as specified should be supplied, installed and commissioned properly by the supplier prior to commencement of Performance test.

23.3. The entire project of commissioning the LAB will be completed within 60 days from the date of award of contract.

23.4. The acceptance Test will be conducted by the purchaser. The acceptance will involve trouble free operation for 3 consecutive days. There shall not be any additional charges for carrying out acceptance tests.

23.5. No malfunction, partial or complete failure of any part of hardware or bugs in the software should occur. All the software should be complete and missing modules/sections will not be allowed.

23.6. In the event of the hardware/ software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing

which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

23.7. The bidder shall notify the Purchaser in writing when the work is ready for inspection. The Purchaser will inspect the work within 3 working days after receipt of notification from the bidder.

24. Acceptance Certificates: On successful completion of acceptability test, receipt of deliverables etc. The acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

25. Training of Trainers:

25.1. GTU/ Engineering College will assign qualified teaching staff (Maximum Five Persons) to be trained by the bidder/manufacturer for each telecom lab. The Bidder/Manufacturer will train this teaching staff at their own training facilities/ at Telecom Lab or at any other location at its own discretion. In event of the city of training being other than the city of Telecom Lab, the bidder will arrange for lodging and boarding of the teaching staff. However Local Conveyance and travelling charges will be borne by GTU.

25.2. Training imparted by the bidder / manufacturer should enable GTU training staff to impart training to the students as per standards decided by Telecom sector council and also enable the teaching staff to help the student in getting necessary certifications from telecom skill sector council.

26. Opening of bids

26.1. GTU reserves the right to postpone or cancel the opening of the bid.

26.2. The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, GTU shall go ahead and open the bid of the bidders.

26.3. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

26.4. To assist on the scrutiny, evaluation & comparison of offers, GTU may at its discretion ask some or all the bidders for clarification of the offer. The request of and response to such clarification and response shall be necessarily be in writing.

26.5. Financial bid of the bidders satisfying all qualification criteria as well as complying all technical specifications of the equipment and course material will be open under intimation to the eligible bidders. The bidder who has quoted the lowest amount (grand total) will be declared the lowest bidder and will be approached for contract finalization.

27 Negotiations, Contract Finalization and Award

27.1 GTU shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked first by the Tender Evaluation Committee on the basis of evaluation methodology explained in this RFP. If GTU is unable to finalize a service agreement with the bidder ranked first, GTU may proceed to the next ranked bidder, and so on.

27.2 GTU Rights to accept / reject any or all proposals

GTU reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason.

28 Evaluation Process

28.1 Bid Evaluation Committee

28.1.1 The Purchase Committee constituted by the GTU shall evaluate the bids.

28.1.2 The Purchase Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

28.2 Prequalification Criteria

The bidder shall fulfil all of the following eligibility criteria:

Sr. No.	Pre-qualification Criteria	Supporting Documents
1	Bidder should be an Indian manufacturer or Authorized Agent/ Integrator of such Manufacturer who can conform to the norms of PMA policy and whose products must have been supplied and successfully installed items similar to the type specified in the schedule of requirements to any of the reputed organizations / institutes in the country.	1. Manufacturer's Certificate 2. Product test reports
2	Bidder should provide details of legal status, place of registration and principle place of business of the company or firm or partnership etc. Bidder should have one office in Gujarat.	Certificate of Incorporation
3	The Bidders' product for the main LAB equipments baring the test equipment and accessories must be from an Indian local Manufacturing company which must have R&D LAB and owns the IPR and Technology and has presence in the India for at least 7 years with a minimum turnover of Rs 200 Cr. per year for last 2 consecutive s years. The manufacturer should also have an installed base of over 1000 units in India	Profit and Loss account statement certified by firm of chartered accountants or statutory auditors of the bidder/manufacturer. Self-certification from the manufacturer stating existence of R&D lab since last 7 years and order copies of showing installation base of 1000 units in India should be provided.

4	Bidder should attach Authorization certificate from the Manufacturer or should be the manufacturer itself with above stated qualification. No Consortium approach shall be eligible.	As in item 1
5	Bidder/Manufacturer of the product should have 15 skilled engineers / Manpower with minimum 2 years' Experience in Information Technology/ educational sector.	Self-Attested Certificate (signed by Company Secretary/ HR Department) to ensure rolls of the company meets the qualification criteria
6	Bidder should be a system integrator/IT company/Telecom Manufacturer with average annual turnover of at least Rs 15 Cr. in last 3 consecutive years. Copies of audited accounts of last three financial years must be attached with the bid.	Copy of audited financial Statements for last 3 financial years.
7	Manufacturer of the product should be ISO 9001:2008 Process Certified or any other equivalent certificate for manufacturing the specified products	Copy of ISO Process Certifications

28.3 Selection of a Bidder

- 28.3.1 The Purchase Committee will select the bidder who has quoted the lowest prices (grand total) in the price bid.
- 28.3.2 GTU will have the right to negotiate with the successful bidder. The decision of the Vice Chancellor, GTU shall be final and binding on the bidders in case of any dispute.
- 28.3.3 In case there is only single bidder meeting the minimum requirement of the Technical bid evaluation, the same may be accepted as the SI for the project by GTU.

29 Notification of Award of Contract

- 29.1.1 Prior to the expiration of the period of proposal validity, Registrar of Gujarat Technological University or its authorized person will notify the successful bidder in writing or by fax or email that the bid has been accepted.
- 29.1.2 GTU may place the work order to successful bidder.
- 29.1.3 The bidder shall acknowledge in writing to GTU the acceptance of the work order and shall sign the agreement with GTU within Fifteen (15) days of receipt of the work order.

30 Signing of Contract

- 30.1.1 Within 30 days of receipt of the work order, the successful bidder shall sign the agreement with GTU.
- 30.1.2 All incidental expenses of execution of the agreement shall be borne by the successful bidder.

30.1.3 The agreement between GTU and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:

- a. Performance security
- b. Warranty
- c. Payment
- d. Prices
- e. Assignment
- f. Sub-contracts
- g. Termination
- h. Applicable Law
- i. Notices
- j. Change orders
- k. Taxes and Duties
- l. Confidentiality
- m. Limitation of liability
- n. Training and consultancy
- o. Technical Documentation
- p. Project Management
- q. Bidder's obligations
- r. Department's obligations
- s. Patent Rights & IPR
- t. Service Levels & Penalty on breaching Service Levels
- u. Any additional items as decided by GTU

30.1.4 Thereafter the successful bidder shall be officially termed as "System Integrator – SI" for GTU under the Telecom Lab Project.

31 Scope of Work

- 31.1 **Supply of Equipment**
- 31.2 **Installation of Equipment**
- 31.3 **Acceptance & Testing**
- 31.4 **Training of Trainers**
- 31.5 **Warranty & Maintenance**

32 General Conditions

- 32.1 The bidder shall accept responsibility for the successful implementation and operation of the proposed system and for the compatibility of the various software, hardware and networking components etc. The bidder must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document. Bidder has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.

32.2 Miscellaneous Terms & Conditions

- 32.2.1 The selected bidder shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national international professional bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.
- 32.2.2 The selected bidder automatically agrees with GTU for honouring all aspects of fair trade practices in executing the work orders placed by GTU.
- 32.2.3 In the event the Selected bidder or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with GTU should be passed on for compliance to the new company/ new division in the negotiations for their transfer.
- 32.2.4 All the cost and charges in the bid should be expressed in Indian rupees without any dependence on exchange rate, duty or tax structure.
- 32.2.5 Failure to agree with the terms & conditions of the RFP (Termination of Contract)
- 32.2.6 Failure of the bidder to agree with the terms & conditions of the RFP shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
- 32.2.7 University has invited quotes for the AMC from the start of 2nd year from the date of acceptance testing. However, university will take decision to award this contract at the given quotes at the end of its first year of operations.

33 Indemnity

Bidder has to indemnify GTU against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against GTU for any deficiency in services related to the equipment/services/content/project provided by the bidder during the period of contract.

34 Force Majeure

34.1 Force majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the terms of the contract, bid and/or the tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

- 34.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing/ fax/ e-mail at the earliest. GTU will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 34.3 In case of a force majeure all parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.
- 34.4 Force majeure clause shall mean and be limited to the following in the execution of the conditions of empanelment placed by Gujarat Technological University:-
- 34.4.1 War / hostilities
- 34.4.2 Riot or Civil commotion
- 34.4.3 Earth quake, flood, tsunami, tempest, lightning or other natural physical disaster
- 34.4.4 Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected bidders , which prevent or delay the executive of the order by the selected bidder
- 34.5 The selected bidder shall inform GTU in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, GTU reserve the right to cancel the conditions of empanelment without any obligation to compensate the selected bidder in any manner for what so ever reason, subject to the provision of clause mentioned above.
- 34.6 Applicable Law - The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time. Jurisdiction for this project will be Ahmedabad, Gujarat
- 34.7 Notwithstanding above, the decision of GTU shall be final and binding on the bidder.

34.8 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, tsunami, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, authorized acts lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the bidder shall promptly notify GTU in writing of such condition and the cause thereof. Unless otherwise directed by GTU, the successful SI shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall, at the discretion of GTU, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

35 Intellectual Property Rights

All IPR will belong to the respective OEM/ Manufacturer / Developer for each equipment / Part/ Course material/ Training Methodology supplied and used during establishment of telecom labs as well as during imparting the training to the trainers as well as students. The purchaser will not have any right to any of the equipment / Part/ Course material/ Training Methodology etc. what so ever. However, any IPR related work done by GTU faculty, student and staff at this center will belong to GTU.

36 Price bid Format Part - A

Serial Number	Name of the Equipment	Quantity	Make & Model	Rate per Unit (Rs.)
1	SDH Multiplexer	4 Nos.		
2	Carrier Ethernet Switch	2 Nos.		
3	C/DWDM Equipment	2 Nos.		
4	Advance L3 Switch	3 Nos.		
5	Advance L2 Switch	3 Nos.		
6	Network Management	1		
7	Test Equipment	1		
8	Accessories	1 Set		
	Grand Total			

37 Price bid Format Part - B

Serial Number	Name of the Service	Unit	Make & Model (mention model no)	Rate per Unit (Rs.)
1	AMC for 2 nd year	year		
2	AMC for 3 rd year	year		
3	AMC for 4 th year	year		
4	AMC for 5 th year	year		
	Grand Total			

38 Format for PBG

PERFORMANCE BANK GUARANTEE

1. In consideration of the ABC Company having its office at (Herein after called ABC co) having agreed to exempt M/s. XYZ CO Ltd., (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order AAAAAA Dt made between M/s. XYZ CO Limited and ABC co Ltd., for (hereinafter called “ the said Agreement”) of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Purchase Order and associated RFP , on production of a Bank Guarantee for Rs. XXXXX- (Rs. XXXXXX only).

We, Bank Having Registered Office at , XXXXX City, hereinafter referred to as “the Bank” (Which expression shall mean and include its successors in office, administrators, adjudicators, attorneys and assign) at the request of M/s XYZ CO Ltd., Contractor(s) do hereby undertake to pay the ABC co Ltd., an amount not exceeding Rs. XXXXX (Rs. XXXXX only). against any loss or damage caused to or suffered or would be caused to or suffered by the ABC Co Ltd., by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said purchase order and associated RFP.

2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the ABC co Ltd., stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the ABC Co Ltd., by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. XXXXXX (Rs. XXXXX only).

3. We, undertake to pay to the ABC Co Ltd., any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier (s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We, XYZ Bank Ltd. further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the ABC Co Ltd., under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ABC Co Ltd., certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (Specify Date based on date of Purchase Order). We shall be discharged from all liability under this Guarantee thereafter.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / suppliers .

We, Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the ABC Co Ltd., in writing.

Notwithstanding anything contained herein above

- A) Our liability under this Bank Guarantee shall not exceed Rs. XXXXXX/- (Rs. XXXXXXonly).
- B) This Bank Guarantee shall be valid up to ABC/XYZ/ WYT
- C) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before
- D) ABC/XYZ/ WYT The Bank shall be discharged from all the liabilities under this guarantee thereafter

Dated the day of 2015

For
(Indicate the name of the Bank)

39 Format for The contract

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the (Insert Day) day of <Month> 2015.

BETWEEN

(1) AAAAA (The Purchaser)

And

(2) BBBB (the supplier)

WHEREAS the Purchaser desires to engage the Supplier to supply, install, achieve Operational Acceptance of, and support the following XXXXXXXXXXXX and the Supplier has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.

1.1. Contract Documents

Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement and the Appendices attached to the Contract Agreement
- b) Written understanding between supplier and purchaser post opening of technical and financial bids to accommodate operational, technical, requirements, constraints and its impact on financials will form part of this agreement and may take precedence over original RFP as case maybe.
- c) Technical Requirements (including Implementation Schedule)
- d) The Supplier's bid and original Price Schedules

1.2 Definitions

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.

2.1. Contract Price (Reference)

Contract Price: The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the supplies and services made by the Supplier adhering to the obligations under the Contract. The Contract Price shall be the aggregate of PART a & PART B as specified in the Price Schedule of the bid document post opening of technical and financial bid inclusive of all taxes & levies. The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified as well as any understanding between both the parties post opening of technical and financial bid .

Article 3.

3.1. Effective Date (XXXXXXXXXX)

Effective Date

The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when the contract is signed

3.2. Time for Operational Acceptance

- a) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Supplier;
- b) The Supplier has submitted to the Purchaser the performance bank guarantee, in accordance with Clause 3.24 of the Bid document.

3.3. Warranty and Technical Support

- a) **Various technical /commercial/financial warranties and guarantees submitted/executed/provided by the Principal supplier /manufacturer on behalf of the bidder under this contract will be acceptable to the purchaser.**
- b) **The warranty shall cover all components and materials supplied under this contract for a period specified in the clause no.16 of the bid document and conditions to be adhered as under clause 17. Of the bid document.**

3.4. If the conditions listed under XXX are not fulfilled within XXX months from the date of this Contract Agreement because of reasons not attributable to the Supplier, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the Contract.

Article 4.

4.1. Assignments.

The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement. The successful bidder shall be officially termed as “System Integrator – SI” for GTU under the Telecom Lab Project.

Article 5.

Payment terms:

The payments will be made in as per clause 8.1, 8.2 & 8.3 of the bid document as per the schedule and details specified therein.

Appendixes

Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. – Original RFP

Appendix 2. - Revisions/ Corrigendum to the original RFP

Appendix 3. – Technical Bid submitted by successful bidder

Appendix 4- Original price bid submitted by successful bidder

Appendix 5 – Written Understanding between supplier & Purchaser post opening of Technical and financial bid.

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:

in the capacity of [*insert: title or other appropriate designation*]

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of *Chairman & CEO*

in the presence of