



Department of Science & Technology
Government of Gujarat

Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Commissioning of Network Attached Storage (NAS) at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat

Tender No. SW22102018171

Bid Processing Fee: Rs. 17,700/-

Pre-bid meeting: 1st November, 2018 (1200 hrs)

Last Date of Submission of Bid: 27th November, 2018 (1500 Hrs)

Date of Opening of Technical Bid: 27th November, 2018 (1600 Hrs.)



GUJARAT INFORMATICS LIMITED

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Science & Technology, Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDERER- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

1. SECTION-I

1.1. INFORMATION REGARDING RFP

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- i. Bidder shall upload their bids on <https://www.gil.nprocure.com>
- ii. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- iii. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- iv. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- v. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Once quoted, the bidder is not allowed to make any price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- viii. The bid submitted should be valid for a period of 180 days.
- ix. The duration of the Contract period for this activity will be of 05 years.
- x. In addition to this RFP, the following sections attached are part of Bid Documents.

Section	Details
Section – 1	Key Information & Instructions
Section – 2	Introduction and Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Technical Specification
Section – 5	Service Level Agreement, Penalties & Payment Schedule
Section – 6	Instruction to Bidders
Section – 7	Price Bid
Section – 8	Annexures & Formats

1.2. INSTRUCTION TO THE BIDDERS FOR ONLINE BID SUBMISSION

- i. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>
- ii. The bids have been invited through e-tendering route, i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gil.nprocure.com>, such bidders 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 licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

- iv. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- v. The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- vi. In case of any clarifications required, please contact GIL in writing 5 days before the Pre-Bid meeting date.

1.3. IMPORTANT DATES

Request for proposal (RFP) for Selection of Agency for Supply, Installation, and Commissioning of Network Attached Storage for Department of Science & Technology, Gandhinagar		
1.	Contract Period	5 years
2.	Pre-Bid Meeting (Date & Venue)	1 st November, 2018, 1200 hrs Committee Room 2, Block no. 1, 5 th floor, New Sachivalaya, Gandhinagar – 382010, Gujarat
3.	Bid Due date	27 th November, 2018 (15:00pm)
4.	Date of Opening of Un-priced bid	27 th November, 2018 (16:00pm)
5.	Date & Time of opening of Technical & Commercial stage	Will be intimated to the qualified bidders at a later date
6.	Venue of opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No. 2, 2 nd Floor, C & D Wing, Karmayogi Bhavan Sector - 10 A, Gandhinagar – 382010, Gujarat
7.	Bid Processing Fees (Non-refundable)	Rs. 17,700/- (Rupees Seventy Thousand Seven Hundred Only)
8.	Bid security (EMD)	Rs. 10,00,000/- (Rupees Ten Lakh Only)
9.	GIL Contact person	DGM (Tech), GIL Block No. 2, 2 nd Floor, C & D Wing, Karmayogi Bhavan Sector - 10 A, Gandhinagar – 382010, Gujarat Phone: 079 - 232 59239/59240; E-mail: viveku@gujarat.gov.in; smitag@gujarat.gov.in;

1.4. ABBREVIATIONS

Abbreviation	Description
AT	Acceptance Testing
BoQ	Bill of Quantity
DST	Department of Science & Technology, Government of Gujarat
EMD	Earnest Money Deposit
FAT	Final Acceptance Testing
GoI	Government of India
GoG	Government of Gujarat
GIL	Gujarat Informatics Limited
ICT	Information Communication and Technology
IP	Internet Protocol
LoI	Letter of Intent
NOC	Network Operations Center
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	Power Over Ethernet
SOP	Standard Operating Procedure
SoW	Scope of Work
HLD	High Level Design
LLD	Low Level Design
RFP	Request For Proposal
SLA	Service Level Agreement
TPA	Third Party Auditor
DCO	Data Center Operator

1.5. DEFINITIONS

In this document, the following terms shall have following respective meanings:

1. **“Acceptance Test (AT)”** means the acceptance testing of the ordered product & services on completion of installation and commissioning under the project.
2. **“Acceptance Test Document”** means a document, which defines procedures for testing the Gujarat State Data Centre against requirements laid down in the Agreement.
3. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and GoG including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
5. **“Bidder”** means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom GoG signs the Service Level Agreement.
6. **“Contract”** is used synonymously with Agreement.
7. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.

8. **"Default Notice"** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9. **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive GoG of the benefits of free and open competition.
10. **"Good Industry Practice"** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
11. **"Law"** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
12. **"LoI"** means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
13. **"LOA"** shall mean Letter of Award of work issued by GoG to the successful bidder. LOA will be issued after the successful bidder gives his acceptance to the LoI.
14. **"Request for Proposal"** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
15. **"Requirements"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
16. **"Service"** means provision of Contracted services for DST, GoG.
17. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
18. **"Uptime"** means the time period when specified services are available to GoG and its user organizations. The uptime will be calculated as follows:
Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
19. **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
20. **"Downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
21. **"Incident"** refers to any event / abnormalities in the functioning of the State Data Center components & operations which may lead to disruption in normal operations of the SDC.
22. **"Support"** shall mean the 24x7x365 support which shall handle patch updates, Fault Reporting, Trouble Ticketing, and resolution of related enquiries during this contract.
23. **"Scheduled Maintenance Time / Scheduled downtime"** shall mean the time that the System is not in service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission (Minimum 48 Hour prior Notice) of the PM-GSDC.
24. **"Scheduled operation time"** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the solution will be 24x7x365.
25. **"GSWAN – Gujarat State Wide Area Network"** is IT Backbone of the state of Gujarat.
26. **"GSDC- Gujarat State Data Centre"** is the central location where all the IT Infrastructure is hosted of the state of Gujarat.

2. SECTION - II

2.1. INTRODUCTION

Gujarat Informatics Limited on behalf of Department of Science and technology, Government of Gujarat invite bids for selection of Agency for Supply, Installation, testing, commissioning and support (24x7x365) of Network Attached Storage at Gujarat State Data Center (GSDC), Gandhinagar.

The Storage Solution will be used for storage of structured and un structured data and as a backup of all other important data from servers and other devices hosted in GSDC. The Bidder will be liable for the entire scope of work mentioned/defined in this RFP document along with its corrigendum/clarifications etc.

2.2. BACKGROUND

Department of Science and Technology, Government of Gujarat has established a State Data Centre (SDC) to cater the need of having a centralized data center for providing hosting infrastructures to all the line departments/board/corporation of GoG. Main objective of SDC is to cater requirement of various state level e-Governance applications and data to enable seamless delivery of Government to Government (G2G), Government to Citizen (G2C) and Government to Business (G2B) services. GSDC at Gandhinagar Gujarat, is connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008.

GSDC includes 3500 sq. ft. of server and storage area, 600 sq. ft. of connectivity zone and 1300 sq. ft. of control room and utility area. GSDC is now enabled with fully functional State of the art IT Infrastructure (Physical and Cloud environment) and serving the need of various line departments to host their application at GSDC without incurring major cost on creation of unutilized IT Infrastructure.

2.3. SCOPE OF WORK

The proposed solution should include hardware, software, necessary licenses, etc. to meet the technical and functional requirement and specifications mentioned in this document. At present Gujarat State Data Center using existing storage for its storage requirement (both types of block and file). However, In-order, to meet the future requirement GSDC plan to add an additional storage i.e. Network Attached Storage (NAS). It is envisaged that proposed solution will be used to store all types of data like file, unstructured data, back-ups, archive, etc.

The broad scope of work for the proposed solution will be as under:

- 1) Bidder is required to supply, install, configure, test and commission the required hardware, software (including all active and passive components and sub-components) and necessary licenses, if any, for the proposed solution at the existing GSDC, Gandhinagar.
- 2) The licenses should be in the name of Department of Science and Technology, Government of Gujarat valid perpetual for life.
- 3) The OEM support credentials should in name of DST/GIL and handed over to GSDC and after FAT handover to existing DCO – M/s Orange for O&M.

- 4) The Bidder will be responsible for physical connectivity of the proposed solution in the GSDC network. The required ports on switch for such connectivity will be provided by GSDC, DCO-Team.
- 5) The proposed solution should be seamlessly integrated with the existing infrastructure of GSDC including various tools like NMS, helpdesk, SIEM etc.
- 6) The Bidder shall configure the proposed solution in such a way that it should comply with all the policies of the GSDC as its an ISO certified data center.
- 7) DST is planning to implement “Enterprise Document Management System (DMS)” and “Integrated Work flow and Document Management System 2.0” through separate open tender process. The successful bidder of this RFP is required to assist/support respective bidders during the implementation & commissioning phase for hosting of these software’s on newly procured storage.
- 8) The selected bidder is required to submit the certification from the OEM of the proposed solution confirming successful implementation, testing, commissioning and satisfactory deployment of the proposed solution based on the industry best practices as a part of FAT.
- 9) The bidder shall have to provide various documents like technical document of delivered product, Standard Operating Procedures Templates, Troubleshooting guide, “How-To” knowledge base, Escalation matrix etc.
- 10) Successful bidder in coordination with the representatives from the TENDERER/GIL is required to conduct FAT of the solution.
- 11) The successful bidder shall be responsible for obtaining installation and commissioning certificate (Sign-off) on completion of the work as per the scope of work, functional and technical requirements
- 12) The Successful bidder shall be responsible for rectification of discrepancies identified by the TPA/any other authorized representative while conducting FAT. Further on rectification of all the discrepancies identified during the FAT, TENDERER/GIL representative will re-conduct the FAT or if agreed FAT will be signed.
- 13) **Final Acceptance Test** will be carried out based on followings but not limited to:
 - a. Verification of installation and commissioning (Hardware, software and licenses)
 - b. OEM Certifications
 - c. All Functional and Technical requirements
 - d. Successfully hosting Two Enterprise Applications provided by DST/GIL for verification of all the parameter/requirement of the RFP
- 14) The Bidder shall ensure that the products quoted should not be declared “**End of Production**” for next 2 years and “**End of support**” for the next 7 years by the OEM from the date of bid submission. However, if OEM declares any equipment as end of support for any reasons, then in that case OEM has to replace that equipment with better or equivalent products without any cost to DST/GoG. OEM has to also submit on their letter head, complete details on the support available for the equipment, their end of support dates and replacement model, if any.
- 15) The support including spares, patch updates, for the quoted products shall be available for the entire period of the Project without any additional cost.
- 16) After successful completion of FAT bidder is required to handover the installed devices to the current DCO for Operations and maintenance of the same with all the required credentials, support information etc. DCO is responsible to maintain uptime of 99.741% in line with the existing GSDC uptime. However,

bidder is responsible for providing comprehensive warranty and support (24x7x365) for the period of five years from the date of successful completion FAT.

17) MIS Reports:

S/n	Types of Reports	Periodicity
1	<ul style="list-style-type: none"> • System performance report which includes CPU, memory, Cache, disks, etc. • All type of event reports • Backup status reports • SLA Compliance report • Reports as directed by the State for SLA calculation • Summary of system reboot • Summary of issues / complaints logged with the OEMs. • Patch update status as notified by the OEM 	Weekly, Monthly, Quarterly
2	<ul style="list-style-type: none"> • Log of preventive / scheduled maintenance undertaken • Details of Patch, updates, Vulnerability fixes released and implementation status of same • Details of break-fix maintenance undertaken 	Monthly, Quarterly
3	<ul style="list-style-type: none"> • Any other report 	As and when required

18) O&M Handover:

- a. The bidder will have to hand over all the details of Hardware, software, licenses, etc. to GSDC O&M team after completion of installation.
- b. Successful bidder is required to handover the Operation and maintenance of the solution to the existing Data center operator of the GSDC on completion of FAT
- c. The successful bidder is responsible for complete knowledge transfer, Operating Manuals and SOP's including, but not limited to:
 - ⇒ Various Checklist for provisioning of storage volumes.
 - ⇒ Details of users/application to whom the storage has been allotted
 - ⇒ Installation and configuration details of solution deployed by the bidder
 - ⇒ Contact details of OEM and bidder representative for warranty and OEM support.
 - ⇒ Any other details that may be required/asked by existing O&M of GSDC
- d. DCO-GSDC will be responsible for end-to-end O&M of the proposed solution once O&M has been handed over to him.

19) Training:

Bidder is required to provide comprehensive onsite training on each and every aspect of the deployed solution like management, processes, industry best practices, operations etc. to a team of 4-5 members nominated by the Tenderer.

2.4. ROLES & RESPONSIBILITIES

Stake Holder	Activity
Successful Bidder	<ul style="list-style-type: none"> Supply, installation, testing and commissioning of all required hardware, software, Licenses, inclusive of accessories and cabling, etc. Integrate with the existing GSDC Successfully hosting of two enterprise application Conduct UAT and assist in FAT Handover to DCO-SDC for O&M
DCO Team	<ul style="list-style-type: none"> Integrate with the existing GSDC- Responsible for activities related to existing GSDC Co-ordinate, Assist during the Integration with Third party services/ applications of SDC like Helpdesk, EMS, SIEM, Security Solution, etc. Taking over of O&M
TPA Team	<ul style="list-style-type: none"> Verify the key deliverables & Reports Co-ordinate/Assist in UAT and provide required support Conduct FAT in co-ordination with DCO, CT Team and DST/GIL Co-ordinate Handover & Taking over
DST/GIL/Composite Team	<ul style="list-style-type: none"> Permissions and assistance wherever required

2.5. KEY DELIVERABLES

S/N	Deliverables	Activity
1	Kick-off meeting	<ul style="list-style-type: none"> Project Implementation Plan
2	Delivery of Components	<ul style="list-style-type: none"> Software License documents Hardware warranty certificate
3	Installation	<ul style="list-style-type: none"> Installation of proposed solution (H/w & S/w) Application architecture documents HLD and LLD design documents
4	Commissioning	<ul style="list-style-type: none"> GUI design (screen design, navigation, etc.) Completion of UAT and closure of observations Integration Testing Report Test cases & SOPs for the product
5	FAT	<ul style="list-style-type: none"> As defined in the RFP and successfully complying to its requirements.
6	Training	<ul style="list-style-type: none"> Material Plan Completion
7	O&M Handover	<ul style="list-style-type: none"> Issues logging and resolution report MIS Reports SLA reports Preventive Maintenance plan Operations manual for all components

3. SECTION – III

3.1. ELIGIBILITY CRITERIA

S/N	Eligibility Criteria	Attachments
1.	The bidder would be a company registered/incorporated under Indian company ACT and must have 5 years of existence in India. AND Bidder should be an established IT System Integrator and should have been engaged in similar IT projects/solutions business for a period of at least five years as on the bid issuance date.	Copy of certificate of Incorporation, PAN and GST registration Certificate. Work Orders / Client Certificates confirming year and area of activity should be enclosed.
2.	The bidder should have average annual turnover of at least Rs. 200 Crores for the last three financial years as on 31 st March, 2018 (FY 15-16, 16-17 & 17-18)	Audited financial statements for the last three financial years (2015-16, 2016-17 and 2017-18**) and CA certificate mentioning turnover of the bidder related to the IT system Integration work should be enclosed. ** for 17-18 bidder can attached certificate issued by statutory auditors
3.	Bidder must have demonstrable expertise and experience in executing at least ONE project of Network Integration / Systems Integration/Data Centre (setting up or O&M) anytime during last five years as on bid issuance date, having a minimum value of Rs. 5 crores.	Details of such projects undertaken along with work order/purchase order copy/clients' on-going or completion certification/letter signed by authorized signatory or company secretary with the details w.r.t to the clause should be enclosed.
4.	The OEM for Storage solution should consistently feature in leadership position in the "Gartner Magic Quadrant for General Purpose Disk Arrays" for last three years (2015, 2016 & 2017) OR should be among the Worldwide Top 5 External Enterprise Storage Systems Companies, in terms of market share as per IDC report for 2018Q2.	Documentary proof to be submitted for the same.
5.	Bidder and OEM should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding.	Self-Declaration/Certificate/affidavit mentioning that the Bidder is not blacklisted as per the clause.
6.	The Bidder should have at least one office in Gujarat If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of award.	The copy of Property tax bill/Electricity Bill/Telephone Bill/GST/CST should be enclosed. Registration/Lease agreement should be submitted as proof Or Undertaking Letter should be enclosed.

NOTE:

- Bidders meeting the above eligibility criteria on its own will be short listed and considered for further technical evaluation.
- Bidder must attach/upload valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Bids without proper supporting documents is liable for rejection.
- Bidder is required to submit the MAF for proposed solution including Hardware, software, etc.
- If the bidder does not meet the eligibility criteria, his bid will be rejected and no further evaluation will be done.

4. SECTION - IV

4.1. TECHNICAL SPECIFICATIONS: NETWORK ATTACHED STORAGE

S/N	Parameter	Specification
1.	Capacity	<ul style="list-style-type: none"> • Total Usable capacity of NAS should be 1.5 PB from Day one. • The NAS Storage capacity mentioned is the Usable capacity in RAID 6 or equivalent configuration from day one. • Disk: Min. 6TB SAS drives • Proposed system should have min. 6Gbps drives
2.	High Availability	<ul style="list-style-type: none"> • Storage solution should comprise of Active-Active Load Balancing Storage Controllers • The NAS storage should have no single point of failure on components like controllers, disks, cache memory, I/O Ports, Power supply, Fan, etc. • Proposed system should have error detection and correction mechanism to protect against disk or controller failure.
3.	Controller Cache	<ul style="list-style-type: none"> • Each storage Controller should be supplied with min 32 GB Cache from day one and shall be scalable up to 64GB cache per controller. • The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery backup
4.	Compatibility	<ul style="list-style-type: none"> • Should be able to store all types of data (Data, Voice, Images, Video, etc.) • Should be Rack Mountable • It should support remote management • Should support SAS/NL-SAS/SSD drives within same storage system • Storage should be OS neutral for the applications hosted i.e. any application hosted with any OS.
5.	Management software	<ul style="list-style-type: none"> • Licenses for the storage management software should include disc capacity/count of the complete solution • Management software should be supplied with storage system array.
6.	Management Console	<ul style="list-style-type: none"> • A single command console for entire storage system. • The Solution should allow role-based access for auditing, monitoring and other general operations and administration capabilities through GUI/CLI • Minimum features of Management software should be: <ul style="list-style-type: none"> ▪ System status i.e. CPU, Memory, Disks, Network resources ▪ Display total, allocated and utilized capacity ▪ Role based user access management, disk quota management, user groups ▪ Firmware upgrade ▪ Hardware details like drives, controller etc. ▪ Overall status of compaction of data ▪ System audit Logs ▪ Should generate alert/notification ▪ Reports – Scheduled or Manual ▪ Historical logs of storage performance utilization for at least one quarter • Should display Reports like capacity utilization, RAID, and Alarms, event and notifications as defined under the MIS report section of this RFP.

7.	Monitoring	<ul style="list-style-type: none"> • It should have the functionality to monitor performance, throughput, storage utilization, alerts through Management software/console. • Auto alerts on failure of physical components like CPU, Disk, Memory etc. • Should support real-time monitoring of software version, hardware status and system capacity usage.
8.	Ports	<ul style="list-style-type: none"> • Frontend ports: Minimum 8 x 10 GbE ports scalable up to 16 x 10 GbE
9.	Security	<ul style="list-style-type: none"> • Should support encryption either at controller or at Disk level.
10.	Protocols	<ul style="list-style-type: none"> • NFS, CIFS/SMB, HTTPS, SNMP, NTP, IPv4, Ipv6
11.	Others	<ul style="list-style-type: none"> • Proposed system should be supplied with all the required power cables, patch cords, accessories etc. • Required ports on existing GSDC SAN & LAN switch for network connectivity will be provided by GSDC.

5. SECTION – V

5.1. IMPLEMENTATION TIMELINES & PENALTIES

S/N	Measurement	Target	Penalty for Delay
1	Kick-off meeting	1 week from issuance of Lol	Rs 50,000/week or part thereof. Delay Beyond 4 weeks, DST/GIL may terminate the contract and Forfeit the PBG.
2	Delivery of Components (Hardware, Software, License, etc.)	T1 = T + 8 weeks	A penalty of 0.5% of Component Value of Delayed/non-delivered part per week or part thereof. Delay beyond T + 10 weeks DST/GIL may terminate the contract and Forfeit the PBG
3	Installation and Commissioning	T2 = T1 + 4 weeks	A penalty of 0.5% of contract value of Delayed part per week or part thereof. Delay beyond T1 + 8 weeks DST/GIL may terminate the contract and Forfeit the PBG
4	Final Acceptance Test (FAT)	T3 = T2 + 2 weeks	A penalty of 0.5% of contract value of delayed part per week or part thereof.
5	Training	T4 = T3 + 2 weeks	A penalty of 0.5% of contract value per week or part thereof.

T = Date of issuance of Lol

Note: The maximum penalty cap for the Table no. 5.1 above is capped at 10% of Item no. 1 of price bid.

5.2. SERVICE LEVELS & PENALTIES

S/N	Measurement	Target	Penalty
1	Incident Resolution	Priority Level 1 Incident - Within 1 hr. Priority Level 2 Incident - Within 6 hr. Priority Level 3 Incident - Within 12 hr.	<ul style="list-style-type: none"> • Level 1 Incident 0.25% of QP for every 2-hr. delay in resolution; • Level 2 Incident 0.25% of QP for every 3-hr. delay in resolution; • Level 3 Incident 0.25% of QP for every 6 hrs. delay in resolution

- The maximum penalty cap during the warranty and O&M phase is capped at 10% of item no. 2 of price bid and the operational penalties for whole year will be deducted from the yearly ATS/AMC invoice and penalties for the 5th year will be deducted from the PBG.

5.3. PAYMENT SCHEDULE

S/N	Activity	Payment (%)
For Item no. 1		
1	Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar	70% of the sum total of Item no. 1 of Price bid

S/N	Activity	Payment (%)
2	Successful Installation, Testing, Integration and Commissioning	20% of the sum total of Item no. 1 of Price bid
3	Successful completion of Three-month post completion of Final Acceptance test as per the scope	10% of the sum total of Item no. 1 of Price bid
For Item no 2:		
4	5 Years comprehensive warranty and Back to Back OEM support	Yearly charges as discovered in the price bid will be paid at the start of every year i.e. at the start of 1st year first instalment will be paid. Five years will start from the date of successfully completion of FAT.

PAYMENTS PROCEDURES

- 1.1 The Selected Bidder shall raise the component wise invoice upon achieving respective milestone as per detailed payment schedule (Section 5.3) and submit the invoice to DST.
- 1.2 The Selected Bidder's request(s) for payment shall be made to DST along with the 2 original copies of invoices and necessary documents. The invoice should be in English. The payment to the selected bidder shall be processed on submission of reports and fulfilment of other contractual obligations as per the Terms and Conditions of Service Level Agreement (SLA).
- 1.3 On the receipt of such invoice, invoice would be processed within 45 days after due verification of invoice and other supporting documents by DST or its designated agency
- 1.4 DST/GIL or its designated agency shall verify the invoice(s) raised against the milestone achieved along with the supporting documents as prescribed and acceptable to DST.
- 1.5 Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- 1.6 The bidder shall have to furnish the payment receipt of tax collected and paid/deposited to the appropriate tax authorities.
- 1.7 If there is any deficiency in the performance of Contractual obligations on the part of the bidder, the bidder shall be liable for the imposition of appropriate Penalties as specified in the section-5 of this RFP and DST/GIL shall be entitled to deduct such Penalties at source while making payment to the bidder for the services provided.

6. SECTION - VI: GENERAL TERMS & CONDITIONS

1. COST OF BIDDING

- 1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Government of Gujarat (GoG)/Gujarat Informatics Ltd (GIL) will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2. Bidder is requested to pay Rs. 17,700/- as a bid processing fee (Non-refundable) in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by DST/GIL as non-responsive.

2. BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any freely available on <https://www.gujaratinformatics.com> and <https://www.gil.nprocure.com> and upload the same on <https://www.gil.nprocure.com> on or before due date of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

3. CLARIFICATION ON BIDDING DOCUMENTS

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat. GIL/DST (GoG) will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre- bid meeting date.

4. AMENDMENT OF BIDDING DOCUMENTS

- 4.1. At any time prior to the deadline for submission of bids, DST/GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
- 4.2. All prospective bidders are requested to browse our website & any amendments/ corrigendum/ modification will be notified on our website and such modification will be binding on them.
- 4.3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, DST/GIL, at its discretion, may extend the deadline for the submission of bids.

5. LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GoG/GIL shall be in English. 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 pages in English. For purposes of interpretation of the bid, the translation shall govern.

6. SECTION COMPRISING THE BIDS

- 6.1 The quotation should be scan-able and distinct without any option stated in.
- 6.2 All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:

a) **Bid security Section:** The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in favour of “Gujarat Informatics Ltd.” payable at Ahmedabad/Gandhinagar before opening of un-price bid. The details are required to be filled in this section.

b) **Eligibility & Technical Section:**

- o Financial Capabilities (In the Prescribed Format Only);
- o Technical Capabilities (In the Prescribed Format Only)
- o Compliance Statement (In the Prescribed Format Only);
- o Bid letter form (In the prescribed format only)

6.3 **Price bid Section:** Priced bid (in the prescribed format only)

7. BID FORMS

7.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.

7.2 For all other cases, the Bidder shall design a form to hold the required information.

7.3 GoG/GIL shall not be bound by any printed conditions or provisions in the Bidder’s Bid Forms

8. FRAUDULENT & CORRUPT PRACTICE

8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GoG/GIL of the benefits of free and open competition.

8.2 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

8.3 GoG/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

9. LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract.

10. CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within fifteen (15) working days along with the inception report and working schedule as per the tender requirements & if the operation is not started within fifteen (15) working days after submission of P.B.G. as mentioned, GoG/GIL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

11. BID PRICE

11.1 The priced bid should indicate the prices in the format/price schedule only.

11.2 The Financial bid shall indicate charges payable as per PRICE BID and terms thereof for providing required services as per this RFP. A bid uploaded with an adjustable price quotation will be treated as non-responsive and rejected.

11.3 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.

11.4 Offered price should be exclusive of applicable GST. Bidder should mention rate of Tax in appropriate column in the price bid in percentage.

11.5 Any effort by a bidder or bidder's agent / consultant or representative whatsoever described to influence the DST/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

12. BID CURRENCY

The prices should be quoted in Indian Rupees. Payment for the supply of supply, installation and commissioning of leased line & Raw Internet bandwidth as specified in the agreement shall be made in Indian Rupees only.

13. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

13.1 The Bidder shall furnish, as part of the Bid, a Bid security (Refundable) for the amount of Rs. 10,00,000/- (Rupees Ten Lacs Only) in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (which should be valid for SIX months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16th April 2018 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar(as per prescribed format) and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.

13.2 Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.

13.3 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.

13.4 The Bid security may be forfeited at the discretion of GoG/GIL, on account of one or more of the following reasons if:

- The Bidder withdraws their Bid during the period of Bid validity specified on the Bid letter form.
- Bidder does not respond to requests for clarification of their Bid.
- Bidder fails to co-operate in the Bid evaluation process, and
- In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee

14. VALIDITY OF BIDS

14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by DST/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.

14.2 In exceptional circumstances, DST/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

15. BID DUE DATE

15.1 Bid must be received by the DST/GIL at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.

15.2 The DST/GIL may, as its discretion, on giving reasonable notice by fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the GoG/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

16. LATE BID: No bidder may be able to upload or submit the bid after the bid due date/time.

17. MODIFICATION AND WITHDRAWAL OF BID

- 18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by DST/GIL prior to the deadline prescribed for submission of bids.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 18.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

18. OPENING OF BIDS BY DST/GIL

- 19.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 19.2 The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the DST/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 19.3 Immediately after the closing time, the DST/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

19. CONTACTING DST/GIL

- 20.1 Bidder shall not approach DST/GIL officers outside of office hours and/ or outside DST/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 20.2 Any effort by a bidder to influence DST/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the DST/GIL, it should do so in writing.

20. REJECTION OF BIDS

DST/GIL reserves the right to 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(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

21. EVALUATION METHODOLOGY

The TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals

22.1 Part – I (Bid Security)

Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.

22.2 Part – II (Technical Bid)

The technical bids of the bidders who comply with the eligibility criteria (as mentioned in this RFP) will be further considered for the Technical evaluation. In case of conditional bid or major deviations from the RFP requirements, the TENDERER may at its discretion reject the respective bid and will not be considered for further evaluation process.

22.3 Part – III (Financial Bid)

The Financial Bids of qualified bidders only would be opened and evaluated to determine the L1

(lowest) bidder.

22. AWARD OF CONTRACT

- 23.1 Award Criteria: The Criteria for selection will be the lowest cost to DST/GIL for the qualified bids. DST/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 23.2 DST/GIL right to vary requirements at time of award: DST/GIL reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- 23.3 In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to borne the difference between lowest prices and next lowest prices.

23. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- 24.1 Prior to expiration of the period of Bid validity, DST/GIL will notify the successful Bidders and issue Lol.
- 24.2 Within Seven (7) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the DST/GIL. The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

24. FORCE MAJEURE

- 25.1 Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

25.2 Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- 25.3 **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.

25.4 **Other Events** (“Political Events”) to the extent that they satisfy the foregoing requirements including:

▪ **Political Events** which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:

a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;

b) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;

c) Any event or circumstance of a nature analogous to any of the foregoing.

25.5 **FORCE MAJEURE EXCLUSIONS:** Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery

b) Delay in the performance of any contractor, sub-contractors or their agents;

25.6 **PROCEDURE FOR CALLING FORCE MAJEURE**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

25. CONTRACT OBLIGATIONS:

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

26. AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws applicable in the state of Gujarat.

27. USE OF AGREEMENT DOCUMENTS AND INFORMATION

28.1 The successful bidder shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the successful bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

28.2 The successful bidder shall not without prior written consent of GoG make use of any document or information made available for the project except for purposes of performing the Agreement.

28.3 All project related documents issued by GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the successful bidder’s performance under the Agreement, if so required by the GoG.

28. RESOLUTION OF DISPUTES

29.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour

to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

29.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

29.3 The place of the arbitration shall be Gandhinagar, Gujarat.

29.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.

29.5 The proceedings of arbitration shall be in English language.

29.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

29.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

29. PERFORMANCE GUARANTEE

30.1 The Successful bidder shall furnish Performance Guarantee as provided in the bid document to DST/GIL for an amount equal to 10% of the value of Order.

30.2 The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the services during contract period. In case of breach/non-compliance of contract/SLA terms and conditions, DST, GoG shall invoke the PBG.

30.3 The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks and private banks such as IDBI Bank, UTI Bank, HDFC Bank, ICICI Bank having branch in Gandhinagar\Ahmedabad in the format provided by GoG to be submitted Within 15 working days of receipt of award.

30.4 The Performance Guarantee shall be discharged by GoG and returned to the Successful bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

30. SERVICE TERMS

31.1 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.

31.2 It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.

31.3 The Bidder needs to manage & maintain various records related to the services extended to the Government.

31.4 If required, the Bidder may need to coordinate and approach various agencies working for GSDC.

31.5 The Bidder needs to maintain the required security of the network as per the DIT/GoG Security guidelines.

31.6 The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. The bidder will have to submit the progress reports regularly, as per the guide line issued by GoG/.

31.7 The Bidder need to make its own arrangement for establishing outside/field communication. GoG will not provide any external / outgoing facility to another network.

31.8 Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

31. TERMINATION OF SERVICE

31.1. **Termination by DST/GIL, GoG** –DST/GIL, GoG reserves the right to suspend any of the services

and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -

- 31.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- 31.1.2. In case GoG finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- 31.1.3. In case the bidder fails to deliver, Install and commission ordered items within the prescribed time lines and extension granted if any. In such scenario, DST/GIL reserve the right to procure the same from other bidders at the risk, cost and responsibility of the successful bidder.
- 31.1.4. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 31.2. **Termination by Successful bidder:** The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the bidder is due for more than 2 (two) consecutive quarters.
- 31.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.
- 31.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 31.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavor to remedy the default which gave rise to the commencement of such notice period.
- 31.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. Further, in case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

32. INDEMNIFICATION

Successful Bidder will defend and/or settle any claims against DST/GIL that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

33. LIMITATION OF LIABILITY

Successful bidder's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the DST/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

34. CONFIDENTIALITY

- 34.1. Selected agency understands and agrees that all materials and information marked and identified by DST/GIL as 'Confidential' are valuable assets of DST/GIL and are to be considered DST/GIL's proprietary information and property. Selected agency will treat all confidential materials and information provided by DST/GIL with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by DST/GIL without DST/GIL's prior written approval.
- 34.2. Selected agency shall not be liable for disclosure or use of any materials or information provided by DST/GIL or developed by selected agency which is:
 - 34.2.1. possessed by selected agency prior to receipt from DST/GIL, other than through prior disclosure by DST/GIL, as documented by selected agency's written records;
 - 34.2.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 34.2.3. Obtained by selected agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to DST/GIL; or
 - 34.2.4. Developed independently by the selected agency.
- 34.3. In the event that selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify DST/GIL and allow DST/GIL a reasonable time to oppose such process before making disclosure.
- 34.4. selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST/GIL irreparable harm, may leave DST/GIL with no adequate remedy at law and DST/GIL is entitled to seek to injunctive relief.
- 34.5. DST/GIL does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency has to clearly marked it as "Strictly confidential". DST/GIL in turn will not share the same without prior concern of the selected agency.
- 34.6. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. DST/GIL and selected agency.

35. Warranty Support: As part of the warranty services bidder shall provide:

- 35.1. Bidder shall provide a comprehensive on-site free warranty for 5 years from the date of FAT for proposed solution.
- 35.2. Bidder shall also obtain the five year OEM support (ATS/AMC) on all licensed software, hardware and other equipment for providing OEM support during the warranty period.
- 35.3. Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- 35.4. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- 35.5. Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder, shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.

- 35.6. Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipment's for inspection, delivery of equipment's or for commissioning of the systems or for acceptance tests / checks on per site basis, DST/GIL reserves the right to charge a penalty.
- 35.7. During the warranty period bidder, shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidder notice.
- 35.8. The bidder shall as far as possible repair/ replace the equipment at site.
- 35.9. Warranty should not become void, if DST/GIL buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
- 35.10. The bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
- 35.11. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- 35.12. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- 35.13. Bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- 35.14. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- 35.15. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.

7. SECTION – VII: PRICE BID

Price Bid Format

(Amount in INR)

S/n	Item	Qty.	Unit Price	Total Price (Without tax)	Rate of Tax (%)
A	B	C	D	E=C x D	F
1	<u>NAS Storage Solution:</u> <ul style="list-style-type: none"> ▪ Inclusive of all the required hardware, Software and necessary Licenses required to make the solution fully functional ▪ As per the Scope of work, functional and Technical requirement, including all cable & accessories, Installation, testing and commissioning etc. 	01			
2	<u>Comprehensive warranty and OEM Support</u>				
2.1	1 st Year	01			
2.2	2 nd Year	01			
2.3	3 rd Year	01			
2.4	4 th Year	01			
2.5	5 th Year	01			
Grand Total					

Note:

1. L1 will be the lowest sum total of rates of all line items without tax.
2. It is recommended that Successful Vendor can supply/provide goods with an Invoice from a place located within State of Gujarat.
3. Quoted price shall be valid for the period of 1 year from the date of award of contract.

8. SECTION – VIII: ANNEXURES & FORMATS

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.

Date:

To,

DGM (Tech)

Gujarat Informatics Limited

Block No. 2, 2nd Floor,

C & D Wing, Karmayogi Bhavan

Sector - 10 A, Gandhinagar - 382010

Gujarat.

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP no. <<<<>>> for "Selection of consulting firm as <<<>>> KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
(hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of -----
---- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----YYYY.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of work order & acceptance thereof.

(v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

This guarantee will remain valid up to the validity of bids plus 180 days from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

Approved Bank: All Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16th April 2018 issued by Finance Department or further instruction issued by Finance department time to time

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

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

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

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public-sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16th April 2018 issued by Finance Department or further instruction issued by Finance department time to time.

FORM A: FINANCIAL CAPABILITIES

Turnover		
1 st Year (2015 –2016)	2 nd Year (2016 –2017)	3 rd Year (2017 –2018)

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.
2. Annual financial turnover during the last three years is ____ Crore (each year). Bidder shall upload documentary evidence.

FORM B: TECHNICAL CAPABILITIES**TURNOVER FROM SUPPLY, INSTALLATION, CONFIGURATION AND AMC OF STORAGE**

Turnover		
1 st Year (2015 –2016)	2 nd Year (2016 –2017)	3 rd Year (2017 –2018)

Note:

1. Upload the copy of successful work completion certificates from client, Work Order/ Purchase Order, Self-certificate of completion (certified by the statutory auditor or work order and phase completion certificate from client etc.
2. Please mention only those projects which meet the criteria of eligible bidder.

FORM C: COMPLIANCE STATEMENT

Sr. No	RFP Clause No.	RFP Clause	Complied / Not Complied	Comments
1				
2				

Note: The Clause by Clause Technical Compliance should be submitted by OEM duly signed by Power of Attorney.

Form D: FORMAT FOR BID LETTER FORM

(Shall be uploaded a scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

DGM (Tech)

Gujarat Informatics Ltd.

Block No. 2, 2nd Floor,

C & D Wing, Karmayogi Bhavan

Sector - 10 A, Gandhinagar - 382010

Gujarat.

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

Ref: CONTRACT FOR _____.

Dear Sir,

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

We wish to inform you we have examined the bidding documents, we the undersigned, offer to provide the _____ as detailed in the above mentioned bid submitted by us.

If our Bid is accepted, we undertake to;

1. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time)
2. Provide the requisite services within the time frame as defined in the bid documents (and as amended from time to time)
3. Maintain validity of the Bid for a period of 180 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Form E: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter “the Purchaser” of the one part and _____ (Name of Supplier) of _____ (City and Country of Supplier) hereinafter called “the Supplier” of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (Contract Price in Words and Figures) hereinafter called “the Contract Price in Words and Figures” hereinafter called “the Contract Price.”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____