

REVISED RFP DOCUMENT



GUJARAT INFORMATICS LIMITED
Block No. 1, 8th Floor, Udyog Bhavan,
Sector-11, Gandhinagar 382 010
Phone No: 079-23256022,
Fax No: 079-23238925

**Request for Proposal (RFP) for
Selection of Agency for Supply, Installation, Commissioning
and Support of Cloud Enabled Infrastructure at GSDC,
Gandhinagar on behalf of Department of Science &
Technology, Government of Gujarat
(RFP NO.: GIL\DST\SDC_Cloud\2016-17)**

Dated: **24.03.2017**

Pre-bid Meeting: 02.03.2017 on 1500 hours **(Completed)**

Last Date of Submission of Bid: **12.04.2017** till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: **12.04.2017** till 1500 hours

Date of Opening of Bid: **12.04.2017** on 1700 hours

Bid Processing Fee: Rs. 15,000/-

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

- ❖ GIL - Gujarat Informatics limited (A Government of Gujarat Company), On behalf of Department of Science & Technology, Government of Gujarat invites Bids from the Organizations for Selection of agency for Supply, Installation, Commissioning and Support of Cloud Enabled IT infrastructure at GSDC, Gandhinagar for Department of Science & Technology, Government of Gujarat.
- ❖ GIL/DST, GoG intends to select the firm by inviting the proposals through Open Tender Process. Bidder shall upload their bids on <https://www.gil.nprocure.com>.
- ❖ The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to be submitted to GIL office.
- ❖ Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- ❖ Services offered should be strictly as per requirements mentioned in this Bid document.
- ❖ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- ❖ Once quoted, the bidder shall not make any subsequent 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. However, GoG reserves the right to ask for a revised financial offer.
- ❖ Any subsequent corrigenda / clarifications will be made available on <https://gil.nprocure.com>
- ❖ There will be a three-stage selection process comprising of - Pre-qualification, Technical qualification and Financial Bid. The Selection of firm would be done as per the evaluation method and procedures described in this RFP.
- ❖ **In addition to this RFP, the following sections attached are part of Bid Documents.**

Section – 1	Project Profile
Section – 2	Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Functional & Technical Requirements
Section – 5	Service Level Agreement, Penalties and Payment Terms
Section – 6	Instructions to the Bidders
Section – 7	Price Bid
Section – 8	Annexure

Instruction to the bidders for online bid submission:

- ❖ 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>
- ❖ 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>
- ❖ Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com> Further bidders who wish to participate in online bids 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, Government of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- ❖ In case of any clarifications required, please contact DGM (Tech), GIL in writing at least 5 days before the Bid submission date.

Important Dates:

Selection of Agency for Supply, Installation, Commissioning and Support of Cloud Enabled IT Infrastructure at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat		
1.	Contract Period	05 Years
2.	Delivery	Services to be offered as per schedule from the date of the Acceptance of Lol/ PO.
3.	Pre-Bid Meeting	02.03.2017 on 1500 hours (Completed)
4.	Bid Due Date	12.04.2017 till 1500 hours
5.	Date of Opening of Un-priced bid	12.04.2017 on 1700 hours
6.	Date & Time of opening of Technical & Commercial Stage	Will be intimated to the qualified bidders at a later date.
7.	Venue of Opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar-382010
8.	Bid Processing Fees (Non-refundable)	Rs. 15,000/- (Rupees Fifteen Thousand Only)
9.	Bid security (EMD)	Rs. 70,00,000/- (Rupees Seventy Lacs Only)
10.	GIL Contact person	DGM (Technical)

Note: 1. Please specify RFP Number in all your correspondence.

2. Please address all queries and correspondence to:

DGM (Tech.)

Gujarat Informatics Limited,
8th Floor, Block No.1, Udyog Bhavan,
Gandhinagar 382010,

Phone : 079 - 232 59239

E-mail : viveku@gujarat.gov.in; vijayb@gujarat.gov.in

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. **"Gol"** shall stand for Government of India.
12. **"GoG"** shall stand for Government of Gujarat.
13. **"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.
14. **"Lol"** means Letter of Intent, which constitutes the intention of the GoG to place the Purchase Order with the successful bidder.
15. **"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 Lol.
16. **"Request for Proposal"** means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
17. **"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.
18. **"Service"** means provision of Contracted services for DST, GoG.
19. **"Subsystem"** shall mean the in major components of the cloud infrastructure. E.g. in Cloud Network or Virtualization Layer or Storage, Virtual Operating Systems, Orchestration Layer, Security Layer, etc. will be the major components in cloud solution.

20. **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
21. **"Uptime"** means the time period when specified services with specified technical and service standards as mentioned in Section-5 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.
22. **"% Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
23. **"Downtime"** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.
24. **"Incident"** refers to any event / abnormalities in the functioning of the Cloud Enablement components in State Data Centre / specified services that may lead to disruption in normal operations of the Cloud based services
25. **"Support"** shall mean the **24x7x365 support** which shall handle patch updates, Fault Reporting, Trouble Ticketing, and resolution of related enquiries during this contract.
26. **"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.
27. **"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 systems and applications hosted on cloud will be 24x7x365.
28. **"GSWAN – Gujarat State Wide Area Network"** is IT Backbone of the state of Gujarat.
29. **"GSDC-Gujarat State Data Centre"** is the central location where all the IT Infrastructure is hosted of the state of Gujarat.

SECTION: 1

PROJECT PROFILE

SECTION -1: PROJECT PROFILE

Gujarat Informatics Limited (GIL), on behalf of Department of Science & Technology (DST), Government of Gujarat intends to invite bids for the "Selection of Agency for Supply, Installation, commissioning and support of Cloud enabled IT infrastructure at GSDC, Gandhinagar for DST, GoG". The successful bidder will have to act as a System integrator setting up of cloud enabled IT infrastructure as per the detailed requirement defined in this RFP document.

1.1. Background:

In the year 2006, Government of India approved the National eGovernance Plan (NeGP) with a vision to "make all Government services accessible to the common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services at affordable costs to realize the basic needs of the common man".

In order to make this vision a reality, the Government of India (GoI) under the NeGP has identified multiple mission mode projects along with various e-Governance initiatives at the State level to provide increased number of services electronically. Therefore, as part of the National e-Governance Plan:

- ⇒ **State Wide Area Network (SWAN)** has been envisaged as the converged backbone network for providing data, voice and video communications throughout a State/UT. SWAN is expected to cater to the information communication requirements of all the departments at the National, State and Block level.
- ⇒ In order to cater the need of hosting of state level e-Governance applications and data, **State Data Centre Scheme** has been envisaged to establish Data Centres in all the States/UTs so that common secure IT infrastructure is created to host state level e-Governance applications/Data to enable seamless delivery of Government to Government (G2G), Government to Citizen (G2C) and Government to Business (G2B) services duly supported by State Wide Area Network and Common Service Centres established at the village level.

1.2. Existing Infrastructure:

Department of Science and technology, Government of Gujarat (GoG) was always at the fore front when we talk about the initiatives and key differential steps taken by the state governments throughout the country in the area of e-Governance and e-Services provided at the door step of the citizens.

DST, GoG has implemented Gujarat State Wide Area Network (GSWAN) in the year 2001-02. The erstwhile project currently under the third phase of upgradation while Gujarat State Data Centre (GSDC) commissioned in the year 2008 currently under the second phase of upgradation. Followings are the brief highlights of ongoing upgradation project of GSWAN and GSDC.

1.2.1. Gujarat State Wide Area Network (GSWAN)

DST, GoG has issued a work order for up gradation of entire IT Infrastructure created under the GSWAN with vision to provide internet services throughout the state to all the Government official working with the various Departments/Boards/Corporations/ PSUs etc. and to cater this multi fold requirement DST, GoG is also upgrading the bandwidth availability at each level by more than 10 times.

Upgraded GSWAN is envisaged to be upgraded as next-generation intelligent network that can deliver a wide variety of advanced, value-added services. Integration components, including Layer 3 Network, Layer 2 Network, Traffic Engineering, Quality of Service (QoS) and IPv6 will enable creation of a highly efficient, scalable, and secure GSWAN that will be able to cater the desired Service Level Uptime and Availability.

1.2.2. Gujarat State Data Centre (GSDC)

GSDC, situated at Gandhinagar Gujarat, is connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008. GSDC includes 2600 sq. ft. of server and storage area, 600 sq. ft. of connectivity zone and 1300 sq. ft. of control room and utility area. Further, DST-GoG has expanded the existing GSDC (Server and Storage) area of 2600 sq. ft to 3500 sq. ft.

Under up-gradation project entire Network & Security components are also being upgraded to support upgraded GSWAN. It is also envisaged that extension/expansion of GSDC (currently under implementation) will host state of art IT Infrastructure fully functional cloud enabled environment from the day of commissioning and will serve the need of various line departments to host their application at GSDC without incurring major cost on creation of unutilised IT Infrastructure.

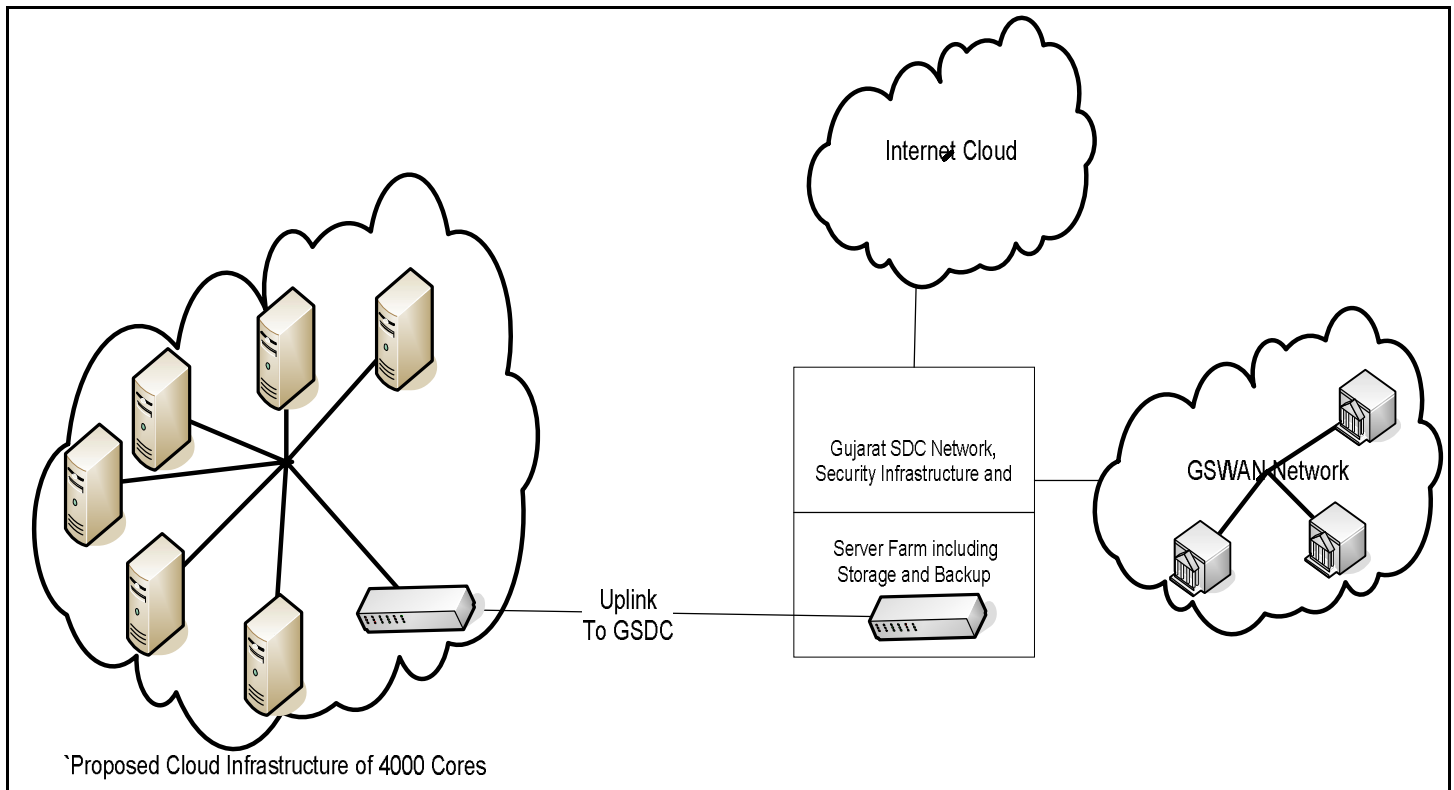
1.3. Way Forward:

Under the NeGP, every state rush to implement the core IT Infrastructure project like SWAN, SDC and CSC. However, it is understood that the large IT Infrastructure created under these flagship scheme is underutilised as line department at the state level are focused on creation of more and more IT Infrastructure under each and every IT project instead of leveraging underutilised state of art facility created under these flagship schemes.

In order, to address the issues typically faced by different departments at the State, such as long IT infrastructure procurement cycles, underutilization of resources, need for dynamic Scalability, appropriate disaster recovery of applications and data and for simplifying IT infrastructure provisioning & availability to line departments it is observed to move towards cloud based service delivery in accelerated manner, to start with, it would be required to leverage the benefits of Cloud enabled services in State Data Centre.

It is in this context, DST/GoG has envisaged to implement a cloud based service Delivery model at the GSDC, Gandhinagar (i.e. in the extended area of GSDC approximately 1400 sq. ft./space of approx. 20 Racks). Physical Infrastructure work is already completed at the extended area of GSDC.

Proposed Network Architecture



SECTION: 2
SCOPE OF WORK

SECTION -2: SCOPE OF WORK

Gujarat Informatics Limited on behalf of Department of Science and technology, Government of Gujarat issued this RFP for selection of Agency for Supply, Installation, testing, commissioning, support (24x7x365 days) and operation & Maintenance of Cloud enabled IT infrastructure at GSDC, Gandhinagar.

The Department of Science and technology is looking forward to build the in-house IT Infrastructure capabilities with cloud enabled environment to serve the need of other line departments/board/corporations of Government of Gujarat through providing Infrastructure-as-a-Service (IaaS).

The selected bidder needs to provide complete solution with a low-level design and implementation plan for low-cost, efficient & effective operation and a scalable e-Governance Platform.

The cloud solution proposed by the bidder should include all the necessary components (hardware, software, licenses, etc.) to enable the GSDC for providing IaaS from the day one. **The scope of work under this RFP is broadly divided into two components:**

- 2.1 System Integration Component: Supply, Installation, Configuration, Testing, Commissioning and Support (24x7x 365) of cloud enabled IT Infrastructure at GSDC, Gandhinagar.
- 2.2 Operations & Maintenance Component: O&M for a period of Six Months from the date of successful completion of Final Acceptance Test (FAT), followed by handover to the existing Data Center Operator of GSDC appointed by the DST, GoG.

2.1. System Integration Component:

- 2.1.1 Bidder is required to supply, install, configure, test and commission the required Hardware and software compute (inclusive of all active and Passive components and sub components) as per the technical and functional specification mentioned in the RFP document to successfully run the services envisaged.
- 2.1.2 The licenses procured by the selected bidder should be in the name of Department of Science and Technology, Government of Gujarat valid perpetual for life.
- 2.1.3 The proposed solution should seamlessly integrate with, the existing GSDC Infrastructure. 2x10G FC up-links from Network and SAN switch of the existing GSDC will provided to the bidder for integration of the cloud environment in co-ordination with existing DCO and composite Team of GSDC. The details of existing GSDC infrastructure is provided in the "**Annexure-A**" to this Document.
- 2.1.4 The bidder should provision the required hardware and software components which include Cloud Management Software, Cloud Management Server, Virtualization Layer, Servers, Physical Server management Module, Networking components like LIU, L2/L3 switch, SAN Switch, etc. with appropriate licenses perpetual for life.
- 2.1.5 The Bidder has to ensure that if any additional component(s) required for overall solution to comply with the SLA levels, then in such case it should be the responsibility of the bidder to provide the same as a part of the entire solution.
- 2.1.6 The compute power of management layer of cloud solution should not use more than 10% of the total compute power of the entire cloud solution.
- 2.1.7 The management layer should be built with redundancy
- 2.1.8 The architecture needs to be scalable to meet future demand.
- 2.1.9 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.

- 2.1.10 DST/GIL or its authorised representative will conduct the Final Acceptance Test (FAT). FAT shall be considered completed successfully upon completion of: -
- All the required activities like supply, installation, testing, commissioning of the proposed solution as per the RFP/Contract agreement
 - Successful deployment of 5 (five) applications identified by the DST/GIL on the proposed cloud environment or on completion of 4 months from the date of successfully completion of Point 'a' above, whichever is earlier.**
- 2.1.11 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.
- 2.1.12 The support including spares, patch updates, for the quoted products shall be available for the entire period of the Project without any additional cost.
- 2.1.13 The bidder is required to provide back to back OEM support (24 x 7 x 365 days) for the period of 5 years from the date of successful completion of FAT. The entire deployed solution should be covered under the back to back OEM warranty till successful completion of FAT.

2.2. Operations & Maintenance Component

- 2.2.1 Bidder shall be responsible for operation and maintenance of the cloud infrastructure for the ***period of 6 (six) months*** commencing from the date of successful completion of FAT.
- 2.2.2 On completion of O&M period bidder is required to hand over the entire operation and maintenance work to the DCO Team of GSDC/any other agency appointed by DST/GIL.
- 2.2.3 During the O&M period of 6 months, selected bidder is responsible for the following indicative list (but not limited to) of activities:
- The bidder should ensure that any vulnerability or security advisory, as notified by CERT-IN or OEM should be fixed/complied as per SLA. The Bidder should regularly keep track of such notifications, and intimate concerned authority at GSDC and DST/GIL immediately.
 - Hosting of various departmental application on Cloud infrastructure as per the direction of DST/GIL.
 - Ensuring required configuration for maintaining virtual IP and switch where the VM's would communicate.
 - The bidder shall ensure that the Cloud Management portal is integrated with the existing helpdesk service of GSDC. The call logging should be done from the existing centralised helpdesk of DST/GIL and proceed towards resolution/closure within defined SLA.
 - The bidder needs to prepare checklist which is to be used or filled by the various line departments/board/corporations for services that would be hosted or migrated in GSDC Cloud infrastructure.
 - Bidder has to ensure that the application to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security.
 - Server Monitoring, Administration**
 - Configuration of server parameters, operating systems administration and tuning.
 - Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates & patches to ensure that the system is up to date.
 - Re-installation in the event of system crash/failures.

- Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- Event log analysis generated in all the sub systems including but not limited to servers, operating systems, applications, etc.
- Ensuring that the logs are backed up and truncated at regular intervals.
- Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.
- Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract.
- Identification, diagnosis and resolution of problem areas pertaining to the Cloud infrastructure and application and maintenance of assured SLA levels.
- Preparing, Implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on the State's policies.

h. Backup and Restore Services

- Backup of operating system, Virtual Machines and application as per stipulated policies of GSDC.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- Prompt problem resolution in case of failures in the backup processes

i. MIS Reports

S/n	Types of Reports	Periodicity
1	<ul style="list-style-type: none"> • Log of backup and restoration undertaken 	Daily
2	<ul style="list-style-type: none"> • Summary of systems rebooted • Summary of issues / complaints logged with the OEMs. • Summary of changes undertaken in the Cloud infrastructure including major changes like configuration changes, patch updates, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc. • Virtualization Layer patch update status of all servers including the Virtual Machines running on it 	Weekly
3	<ul style="list-style-type: none"> • Component wise server as well as Virtual machines availability and resource utilization • Summary of new/revamped hosting on the Cloud infrastructure • Consolidated SLA / (non)- conformance report. • Summary of component wise uptime. • 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
4	<ul style="list-style-type: none"> • Consolidated component-wise availability and resource utilization. • Reports as directed by the State for SLA calculation 	Quarterly

Any other reports as directed by DST/GIL/GSDC Composite Team.

j. Training

- The bidder needs to provide a comprehensive, on-site training on deployed cloud solution to the 10 members team nominated by DST/GIL, GoG.
- The Training course and materials should in line/equivalent to the OEM's syllabus for the Professionals certification. The Training should be instructor-led and should be conducted by OEM at GSDC, Gandhinagar.

k. Handover of the O&M

- Successful bidder is required to handover the Operation and maintenance of the entire cloud enabled infrastructure to the existing Data centre operator of the GSDC on completion of six months from the date of successful completion of FAT.
- The successful bidder is responsible for complete knowledge transfer, Operating Manuals and SOP's including, but not limited to:
 - (i) Various Checklist prepared by the bidder for cloud enablement of applications.
 - (ii) Details of services that are already hosted on the Cloud Infrastructure
 - (iii) Installation and configuration details of hardware and software deployed by the bidder
 - (iv) Contact details of OEM and bidder representative for onsite warranty and back-to-back OEM support.
 - (v) Any other details that may be required/asked by existing O&M of GSDC
- DCO-GSDC will be responsible for end-to-end O&M of cloud infrastructure, provisioning, OS installation, application support etc. once O&M has been handed over to him.

2.2.4 **O&M Team:** The bidder shall deploy the minimum required dedicated, qualified, skilled and experienced resources as defined in below table at GSDC, Gandhinagar for managing the cloud Infrastructure and carrying out the required task during O&M phase.

S/N	Description	Quantity	Responsibility
1	Technical Manager (BE with minimum 8 years of experience in Data Centre and Network management including 4 years of experience in resource management)	1	<ul style="list-style-type: none"> • Responsible for overall management of the Data Centre, user SLA commitments, performance, availability, response time, problem resolution. • Should be responsible for effective Resource management, System & Resource planning, based on business forecast • Liaison with other stake holder/agencies
2	Cloud Infrastructure Admin (BE with minimum of 5 years of Data Centre experience including 2 years of Cloud Infrastructure Administration experience)	1	<ul style="list-style-type: none"> • Responsible for Cloud infrastructure uptime including Virtual Machines, Cloud solution • Provisioning and de-provisioning of VM's • Incident Resolution, Request resolution • VM monitoring, administration, Back-up and restoration and reporting • Plan & Implement comprehensive security policies and practices on VM's, Virtualization Layer in cloud infrastructure.
3	Server Specialist (BE with minimum 5 years of experience in Server Administration)	2	<ul style="list-style-type: none"> • Responsible for Server Availability and connectivity • Incident Resolution, Request resolution • Server monitoring, administration, Back-up and restoration and reporting

- This is minimum indicative list of resources and based on actual requirements bidder may deploy any number of resources to meet the SLA. DST/GIL shall not pay any cost for additional resources deployed for compliance of SLA and completion of scope of work in due time.
- In case deployed staff is not available or is on leave, the bidder is required to provide the alternative personnel with same or higher technical capabilities of the non-available personnel. Further, appropriate operational penalty will be levied in case of non-availability of minimum required manpower.

- **Support: Post O&M Handover**

- Successful bidder has to provide Two (02) dedicated on site resources at GSDC, Gandhinagar even after handover of the Operation and Maintenance work to the existing DCO of GSDC for the **period of 1 year.**
- Brief roles and responsibilities and activities to be performed during this period with required qualification of these resources would be as follows:

S/N	Description	Quantity	Responsibility
1	Infrastructure Engineer (BE with minimum of 2 years of Data Centre experience)	1	<ul style="list-style-type: none"> • Troubleshooting of cloud infrastructure up to visualization layer • Liasoning/coordination with OEM
2	Cloud Infrastructure Specialist (BE with a valid Cloud certification having minimum 2 years of Cloud Infrastructure Operation experience)	1	<ul style="list-style-type: none"> • Advance level Troubleshooting-Hardware failure, VM Failure, corruption, restore • Management Layer maintenance

2.3. 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 • Conduct UAT and assist in FAT • Operation and Maintenance for Six months • Handover of 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 • Co-ordinate Handover & Taking over
DST/GIL/Composite Team	<ul style="list-style-type: none"> • Provide the <ul style="list-style-type: none"> ○ Physical Infrastructure at GSDC ○ Storage & Security Layer for Cloud solution ○ Centralised Helpdesk ○ Necessary approval and sign-off. ○ List of application to be hosted on Cloud Infrastructure

2.4. Key Deliverables: The bidder needs to provide following deliverables in accordance with the Implementation Timelines-

S/N	Deliverables	Activity
1.	Kick-off meeting	<ul style="list-style-type: none"> • Project Plan
2.	Delivery of Components	<ul style="list-style-type: none"> • Software License documents • Hardware warranty certificate
3.	Installation & Commissioning	<ul style="list-style-type: none"> • Application architecture documents • Network Architecture documents • Logical and physical database design • GUI design (screen design, navigation, etc.) • Completion of UAT and closure of observations • Application deployment and configuration • Integration Testing Report • Test cases & SOPs for the Cloud solution
4.	FAT	<ul style="list-style-type: none"> • Deployment of 5 identified applications
5.	Training	<ul style="list-style-type: none"> • Material • Plan • Completion
6.	O&M	<ul style="list-style-type: none"> • Issues logging and resolution report • MIS Reports as per Section 2.2.3.viii • SLA reports • Preventive Maintenance plan • Operations manual for all components

Section-3
ELIGIBILITY CRITERIA

Section-3: ELIGIBILITY CRITERIA

S/N	Eligibility Criteria	Attachments
1	Bidder should be a company registered under Indian Companies Act, 1956 and should have been operating for the last five years as on bid submission date.	Certificates of incorporation AND Self-Declaration Certificates
2	Bidder should be an established IT System Integrator and should have been engaged in setting-up or Operations and maintenance of Network and Data Centre for a period of at least five years as on bid submission date.	Work Orders / Client Certificates confirming year and area of activity should be enclosed.
3	Bidder must have annual turnover of at least Rs. 100 crores for each of the last three financial Years as on bid submission date. AND Average Annual Turnover of at least Rs. 25 Crore solely generated from Data centre or Cloud system implementation or Maintenance during each of last three financial years as on bid submission date.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover of the bidder should be enclosed.
4	The bidder must have positive Net worth and should be a Profit-making entity in each of the last three financial years as on 31 st March, 2016.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning net profit of the bidder should be enclosed.
5	The bidder should have demonstrable expertise and experience in executing at least ONE project with minimum size of 250 Core of Cloud Implementation (Setting up and O&M) in India or Globally during the last three years as on bid submission date. (Cloud Implementation in their own Data Centre or for their own requirement shall not be considered)	Copy of Work completion certificate / work Order confirming nature of services
6	Bidder and OEM should not be blacklisted by any Ministry of Government of India or by Government of any State in 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.
7	OEM of Proposed solution (Hardware & Virtualisation stack) should have existence in India for the last Five years as on bid submission date. AND Cloud solution (Virtualisation stack) must have been implemented at Minimum Two locations/Projects in India during the last three years as on Bid submission date.	OEM Undertaking confirming the existence along with copies of work completion certificate or work order/purchase order.
8	The bidder should be authorized by its OEM to quote in the bid. The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs). All the proposed equipment's should not be declared End-of-Production for next 2 years and End-of-Support for next 7 years from the date of bid submission by the OEMs.	Authorization certificate from OEM specific to this bid should be enclosed. Undertaking from Bidder if multiple OEM network components being supplied as part of overall solution The OEM undertaking letter should be enclosed

S/N	Eligibility Criteria	Attachments
9	OEMs of proposed Hypervisor solution (x86 Server Virtualization Infrastructure) should be in the Leadership / Challengers / Visionaries quadrant in the latest available Gartner Magic Quadrant	Undertaking from the Bidder confirming the compliance.
10	OEM of proposed Cloud Management System should be in the Leadership position of the latest available "Forrester Wave report for Private Cloud Software Suites" OR in the top three positions in terms of worldwide market share as per latest available IDC report. Note: Proposed hypervisor and Cloud Management system should be from a Single OEM to avoid integration issues.	Undertaking from the Bidder confirming the compliance.
11	OEM of the Proposed Hardware (Server only) should be in the Leadership quadrant in the latest available Gartner Magic Quadrant	Undertaking from the Bidder confirming the compliance.

Note:

- 1) The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- 2) The bidder is required to submit the MAF for proposed solution including Hardware, Cloud solution, etc.

SECTION: 4
Functional
&
Technical Requirement

4.1. Functional Requirement

- 4.1.1 The Solution should be capable of on-demand deployment of compute, network and storage infrastructures automatically through an approval based system
- 4.1.2 The Solution should be capable of decoupling applications and application infrastructure configurations
- 4.1.3 The Solution should be able to back-up and restore to a saved backup (OS level), if required
- 4.1.4 The solution should allow to take Snapshot/Image of VMs including OS and Application.
- 4.1.5 The Solution must offer ability to Copy, convert, or migrate an image (P2V, V2V).
- 4.1.6 The Solution should provide the monitoring capabilities for storage, processor, network, memory and applications running within the Virtual environment so as to ensure that the most important Virtual Machines get adequate resources even in the times of congestion
- 4.1.7 The Solution should allow role based access for auditing, monitoring and should also able to generate various MIS reports like Infrastructure allotted, its usage, etc.
- 4.1.8 The Solution should support VLAN isolation.
- 4.1.9 The Solution should be capable of orchestrating compute and storage resource placements based on flexible policies to maximize hardware utilization
- 4.1.10 The Solution should be able to abstract compute, network, and storage resources for the application and user self-service regardless of underlying server, network and storage in GSDC.
- 4.1.11 The Solution must support standards-based REST/SOAP/WSDL interfaces.
- 4.1.12 Solution should support virtualizing Workloads like Database, Web Services, Application, etc.
- 4.1.13 The solution should support dynamic memory/core allocation, movement of VM, which includes movement from one physical server to another and continuous availability of applications running in virtual machines in the event of physical host failure
- 4.1.14 The Solution should have the ability enforce policies, track and report non-conformance.
- 4.1.15 The Solution should provide patch management capabilities such that it should be able to update patches on its own Virtualization Layer.
- 4.1.16 The Solution should be able to run various Guest Operating Systems like Windows Client, Windows Server, Linux (Red Hat, Ubuntu, CentOS, etc).
- 4.1.17 The Virtualized Infrastructure should be able to consume Storage across various protocols
- 4.1.18 The Solution should have customizable, intuitive Web portal for its users allowing user to create various service requests and its status.
- 4.1.19 The bidder is required to include the service catalogue and Minimum 10 templates in the portal for the extension of Cloud services to other line departments of GoG.
- 4.1.20 The Solution should be able to offer choice of various Service offering with an option to select Storage, memory and network requirement and quickly compute the overall infrastructure Quota for the tenant.
- 4.1.21 The solution should provide the capability to offer for customized service if the requirement is not available in the defined service catalogue
- 4.1.22 The solution should have the provision to approve the logged service request by nominated members of DST/GIL/DCO Team.
- 4.1.23 The Solution should automate as well as manual provisioning of resources on approval from appropriate authority.
- 4.1.24 Solution should allow/configure various workflow/hierarchy in the web portal.
- 4.1.25 Solution should provide real-time resource availability status.
- 4.1.26 Solution should able to generate various MIS reports like resource utilization report, client wise resource utilization report, availability reports of system components etc.
- 4.1.27 Solution should be able to provide logs with date and time stamp along with the user details pertaining to configuration level changes.

4.2. Technical Specification

A. Cloud Solution

Parameter	Description / Specification
Architecture	x86 based architecture
Clock Speed	2.2Ghz or above
Server Form Factor	Rack/Blade
Cumulative Compute Capacity	Physical CPU Core: 4000 RAM: Min. 30TB with ECC
Physical Server Capacity	Disk Space: 2 x 900GB SAS/SCSi with 10k rpm or more and RAID 1 or above Network Connectivity: Should have Minimum 4 interface of 10G port Storage Connectivity: Should have Min. 2x8G FCoE/HBA cards Redundancy: N+1 redundant Power Supplies, Cooling Unit, Fans, etc.
Rack Space (Maximum)	Successful bidder can use Maximum 50% physical space of extended GSDC for cloud enablement including requirement for management of cloud infrastructure

B. 42U Server Rack

Minimum Required Specifications
42 U: 600 x 1070 x 1991 mm
Door Steel Full Prf 600W x 42U
Castor with ft break (2+2)
Sliding Tray
Should have sufficient perforation for ventilation of air
IPDU: As per the requirements of the IT equipment's to be loaded

C. 42U Network Rack

Minimum Required Specifications
42 U: 750 x 1070 x 1991 mm
Door Steel Full Prf 600W x 42U
Castor with ft break (2+2)
Sliding Tray
Should have sufficient perforation for ventilation of air
IPDU: As per the requirements of the IT equipment's to be loaded

D. Firewall

Minimum Required Specifications
Proposed device should also perform activities like Intrusion prevention, IP Reputation, URL filtering, Antivirus from day one with required Perpetual Licenses and 24*7 support for 5 years.
Device should have Minimum throughput of 80 Gbps
The device should support at least 4x10 Gigabit ports (4x10G) from day one and should be scalable to additional 4x10 Gigabit ports in future
Should support at least 50 million concurrent sessions
Firewall should support at least 4,00,000 new connections per second

The device should support at least one dedicated management interfaces to manage the firewall. Data ports should not be used for management purpose.
Firewall should support IPv4 & IPv6 dual stack functionality
Firewall should support user/admin authentication
Firewall should support static NAT, PAT, dynamic NAT, PAT
Firewall should support Nat66 (IPv6-to-IPv6) and Nat46 (IPv4-to-IPv6) functionality, NAT66
Firewall should support static, dynamic and multicast routing protocol
The device should support redundant hot-swappable inbuilt power supplies
Should support stateful failover of sessions in Active/Standby & Active/Active or clustering mode.
Firewall should support creating access polices on the basis of IPv4, IPv6 objects, protocols, ports etc.
Firewall should provide application inspection for DNS, FTP, HTTP, SMTP, ESMTP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, ICMP
Firewall should support user/admin authentication
Solution should support troubleshooting tools like Ping, Traceroute, Packet Tracer/capture, etc.
Web Filtering: Keyword, Block Java applets, cookies, ActiveX, Block malware, phishing, pharming URL.
Intrusion Prevention System (IPS): should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, TelNet Attack. Signatures, IPS Policies, Automatic real-time updates, Protocol Anomaly Detection
The device should be manageable using standard protocols like HTTP, SSL, SSH, SNMP etc.
The device should be able to send the event logs, alarms, etc. to the third-party tool
The device should be supplied with Indian Standard power cables.

Note:

- a) As mentioned above physical infrastructure is ready at the extended area of GSDC.
- b) Required Power point for each rack will provided by DST/GIL at the extended area of GSDC. However, bidder will have to ensure that the hardware supplied/delivered is compatible with the IPDU's supplied in the rack or bidder needs to provide required connector, if any.
- c) Bidder is required to use and integrate existing Storage and security infrastructure available at existing GSDC with the proposed cloud solution. Details of existing storage and security infrastructure is available as Annexure-A to this document.

SECTION: 5
Service Level Agreement, Penalties
&
Payment Terms

5.1. Implementation Timeline & Penalties:

S/N	Measurement	Target	Penalty for Delay
1	Kick-off meeting	2 weeks from issuance of Lol/ Award of Contract	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 + 6 weeks DST/GIL may terminate the contract and Forfeit the PBG
4	Final Acceptance Test (FAT)	T3 = T2 + 16 weeks	A penalty of 0.5% of contract value of delayed part per week or part thereof. Delay beyond T2 + 18 weeks DST/GIL may terminate the contract and Forfeit the PBG
5	Training	T4 = T3 + 2 weeks	A penalty of 0.5% of contract value per week or part thereof. Delay beyond T3 + 3 weeks DST/GIL may terminate the contract and Forfeit the PBG

T = Date of Kick-off meeting

Note: The maximum penalty cap for the Table no. 5.1 above is capped at 10% of the contract value (Schedule-I of Price bid).

5.2. Service Level Agreement & Penalties

a) Infrastructure Related SLA & Penalties

S/n	Measurement	Target	Penalty
1	Physical Server Availability	99.74%	a) 99.74% or Better= NIL b) 99.50% to 99.73%=0.25% of QP c) 99.00 to 99.49% = 0.50% of QP d) 98.50 to 98.99% = 1.00% of QP e) less than 98.50% may lead to termination of contract
2	Physical Server Connectivity (To Storage, Network and Backup)	99.74%	a) 99.74% or Better= NIL b) 99.50% to 99.73%=0.25% of QP c) 99.00 to 99.49% = 0.50% of QP d) 98.50 to 99.00% = 1.00% of QP e) less than 98.50% may lead to termination of contract

b) Cloud Solution SLA & Penalties

S/N	Measurement	Target	Penalty
1	Provisioning and De-provisioning of Virtual Machines	Within 30 Minutes	a) Rs 1000 for 1 st hour b) Rs 3000/hr for delay in every subsequent hour
2	Uptime of Virtual Machines, Cloud Management Layer & Virtualization	99.95%	a) 99.95% or Better= NIL b) 99.50% to 99.94%=0.25% of QP c) 99.00 to 99.49% = 0.50% of QP d) 98.50 to 98.99% = 1.00% of QP e) less than 98.50% may lead to termination of contract

S/N	Measurement	Target	Penalty
3	Uptime of Remaining Component (Cloud Solution)	99.95%	a) 99.95% or Better= NIL b) 99.50% to 99.94%=0.25% of QP c) 99.00 to 99.49% = 0.50% of QP d) 98.50 to 98.99% = 1.00% of QP e) less than 98.50% may lead to termination of contract

c) Other Service Levels & Penalties

S/N	SLA	Target	Penalties
1	Closure of Audit Findings	100%	<ul style="list-style-type: none"> Rs.10000/- per day delay for closure of each High & Medium classified - Audit Finding Rs. 2000/- per day delay for closure of each Low classified – Audit Finding
2	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
3	Request Resolution	Within 24 hr	0.25% of QP for every 12 Hr delay in resolution;
4	Security Breach	Detection of security Breach - within 30 mins Mitigation of Security Breach - within 1 hr from the time of Breach	<ul style="list-style-type: none"> 3% Of QP for every 30-min delay in detection and additional 1% for every 1 hr delay in the mitigation of security breach
5	Availability of Deployed Manpower	100% (Attendance Register maintained by DST Authorized Personnel, has to be signed daily by the deployed Manpower)	Rs. 1000/- per day per resource

Note:

- The maximum penalty cap during the O&M phase is capped at 20% of the Quarterly Payment.
- Periodic Audits** will be conducted by DST or DST Authorized personnel, the Audit Findings shall be closed by the O&M Agency As per the closure schedule defined by the Auditor. If there is any delay in closing the audit findings, then penalties will be levied.
- Incident, Service Requests** will be logged in the Helpdesk and the Bidder will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders.
- Root Cause should be identified for all incidents, if root cause is not identified then additional penalties will be levied.
- The security breach** will include but not limited to successful penetration of any Virus, Trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, ...etc., up to the Server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit).

- The Incident severity parameters have been defined below:
 - a. **Level 1:** In case one or more physical servers are down threatening business continuity, which is attributable to the Cloud Solution implemented by the SI.
 - b. **Level 2:** In case one or more Virtual Machine is down causing high impact on business operations, which is attributable to the cloud solution implemented by SI.
 - c. **Level 3:** In case an essential functionality of the Cloud solution becomes unavailable in the Live SDC environment which is not actually hampering the live services of the Cloud but may impact the services if not attended immediately.

5.3. Payments Schedule

S/N	Activity	Payment (%)
Table 1: Schedule-I		
1	Delivery of all components (Hardware, Software, Licenses, etc.) at GSDC, Gandhinagar	50% of the sum total of schedule I of financial bid
2	Successful installation, Testing, Integration, Commissioning	25% of the sum total of schedule I of financial bid
3	Successful completion of training & Final Acceptance test of entire solution	25% of the sum total of schedule I of financial bid
Table 1: Schedule-II		
4	Operational & Maintenance for a period of 6 months	O&M to be divided and paid in 2 equal instalments at the end of each quarter
Table 1: Schedule-III		
5	Charges for Manpower provided after O&M Handover for 1 year from the date of successful completion of FAT	Manpower Charges to be divided and paid in 4 equal instalments at the end of each quarter
Table 2:		
6	5 Years AMC/warranty and Back to Back OEM support for the entire Infrastructure (hardware & Software)	Will be divided and paid in 5 equal instalments at the start of every year i.e. at the start of 1 st year first instalment will be paid. Five years will start from the date of successfully completion of FAT.

SECTION: 6
INSTRUCTION TO BIDDERS

SECTION 6: INSTRUCTION TO THE BIDDERS

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. 15,000/- 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 www.gil.gujarat.gov.in and <https://gil.nprocure.com> and upload the same on <https://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., 8th Floor, and Block No. 1, Udyog Bhavan, Gandhinagar 382010. 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, GoG/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:**
 - Financial Capabilities (In the Prescribed Format Only: Form A)
 - Technical Capabilities (In the Prescribed Format Only: Form B)
 - Compliance Statement (In the Prescribed Format Only: Form C)
 - Bid letter form (In the prescribed format only: Form D)
 - Proposed Server, Rack & other Hardware Infrastructure, Cloud Solution and its technology
 - Hardware Sizing with detailed BoQ & Part Code, Technical Datasheets & Brochures
- 6.3 **Price bid Section:** Priced bid (in the prescribed format only->Section: 7)

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 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 11.4 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 11.5 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.
- 11.6 The bidder should provide calculations for the quoted charges, without which the bid is liable for rejection. Any arithmetical errors in these calculations will be on bidders account.
- 11.7 If required, bidders may visit the GSDC with prior appointment and may undertake the survey before quoting for the same.

- 11.8 Offered price should be exclusive of all applicable taxes. Bidder should mention & upload the applicable taxes such as Excise, Sales Tax, Service Tax, Octroi (If applicable), Packing/ Forwarding, Insurance, FOR destination (anywhere in the Gujarat state) with percentage & amount of tax.
- 11.9 Any effort by a bidder or bidder's agent / consultant or representative whosoever described to influence the GoG/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. 70,00,000/- (Rupees Seventy Lacs Only) in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee by Bank Guarantee **(which should be valid for 6 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/10/2015/508/DMO dated 27.04.2016 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 EMD 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 GoG/GIL. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, GoG/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 GoG/GIL at the address specified in the Request for Proposal (RFP) not later than the date specified in the RFP.
- 15.2. The GoG/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

- 17.1. 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 GoG/GIL prior to the deadline prescribed for submission of bids.
- 17.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 17.3. No Bid may be modified subsequent to the deadline for submission of bids.
- 17.4. 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 GoG/GIL

- 18.1. 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.
- 18.2. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the GoG/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 18.3. Immediately after the closing time, the GoG/GIL contact person shall open the Un-Priced Bids and list them for further evaluation.

19. CONTACTING GoG/GIL

- 19.1. Bidder shall not approach GoG/GIL officers outside of office hours and/ or outside GoG/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- 19.2. Any effort by a bidder to influence GoG/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 GoG, it should do so in writing.

20. REJECTION OF BIDS

GoG/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

21.1. Part – I (Bid Security)

Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation. Similarly, if the RFP document fee has not been deposited / submitted in case of downloaded forms the Bid shall be out rightly rejected.

21.2. Part – II (Technical Bid)

The technical bids of the bidders who comply with the eligibility criteria (section-3 of this RFP) will be invited to make a presentation at a date, time and location notified by the DST/GIL. The purpose of such presentations would be to allow the bidders to present their Approach & Methodology and the key points in their proposals.

Technical Evaluation Matrix (Max Marks -100)

S/ N	Criteria	Marks	Max. Marks
1.	Average Annual Turnover of at least Rs. 25 Crore solely generated from Data centre or Cloud system implementation or Maintenance during each of last three financial years as on bid submission date .	25 Crore = 10marks >25 Crore to 50 Crore = 15 marks More than 50 Crore= 20 marks	20
2.	The bidder should have demonstrable expertise and experience in executing single project with minimum size of 250 core for Cloud Solution (setting up or O&M) anytime during last three years as on bid submission date	250 Core = 5marks >250 Core to 500 Core = 10marks More than 500 core =15marks	15
3.	Implementation of Cloud solution in India during the last three years as on Bid Submission date	2 Project = 5 marks >2 to 4 Projects = 10 marks More than 4 Projects =15 marks	15
4.	The firm/company should have certified cloud professionals/resources on its rolls with Minimum experience of implementing at least 1 cloud project in India	Minimum 5 Professionals = 10 Marks >5 Professionals = 15 Marks	15
5.	Presentation on understanding of Scope of Work and Detailed Approach & Methodology	<ul style="list-style-type: none"> Detailed Approach and Methodology Proposed Cloud Solution and Its features Proposed team and its capability of executing similar projects Hardware Sizing Ability to integrate with existing facilities of GSDC like NMS, SIEM, Helpdesk etc. 	35

Note: Minimum absolute technical score to qualify for financial bid opening is 70 marks out of total 100 marks.

- The bidders have to submit the above information along with the required supporting documents for technical bid evaluation. Technical bid document without supporting document will liable for rejection.
- In case of conditional bid or major deviations from the RFP requirements, DST/GIL may at its discretion reject the respective bid and will not be considered for further evaluation process

21.3. Part – III (Financial Bid)

- Bidders qualified as per the Technical qualification criteria will be short- listed and financial bids of those bidders will only be opened for evaluation and arriving at lowest (L1) bidder.

- Financial bid value of every bidder will be arrived as:

“Financial Bid Value = Grand Total of Table 1 + Grand Total of Table 2”

22. AWARD OF CONTRACT

- Award Criteria: The Criteria for selection will be the lowest cost to GoG for the qualified bids. DST/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- DST/GIL right to vary requirements at time of award: GoG 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.
- 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

- Prior to expiration of the period of Bid validity, GOG/GIL will notify the successful Bidders and issue Lol.
- 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 GOG/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.

- 23.3. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator

24. FORCE MAJEURE

- 24.1. 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.
- 24.2. **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:
- 24.3. **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.
- 24.4. **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.
- 24.5. **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;
- 24.6. **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

- 27.1. 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.
- 27.2. 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.
- 27.3. 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

- 28.1. 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.
- 28.2. 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.
- 28.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 28.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 28.5. The proceedings of arbitration shall be in English language.
- 28.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 28.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

29. TAXES & DUTIES

The Successful bidder is liable for all taxes and duties etc. as may be applicable from time to time.

30. BOOKS & RECORDS

The Successful bidder shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

31. PERFORMANCE GUARANTEE

- 31.1. The Successful bidder shall furnish Performance Guarantee as provided in the bid document to GoG for an amount equal to 10% of the value of Order.
- 31.2. 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.**

- 31.3. 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 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time (Draft of Performance Bank Guarantee is attached herewith) to be submitted Within 15 working days of receipt of award.
- 31.4. 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.

32. PAYMENTS PROCEDURES

- 33.1 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/GIL.
- 32.1. The Selected Bidder's request(s) for payment shall be made to DST/GIL 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).
- 32.2. On the receipt of such invoice, invoice would be processed within 45 days after due verification of invoice and other supporting documents by DST/GIL or its designated agency
- 32.3. 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/GIL.
- 32.4. Payment shall be made in Indian Rupees. While making the payment necessary deduction for penalties (if any) and applicable tax/TDS will be made.
- 32.5. The bidder shall have to furnish the payment receipt of tax collected and paid/deposited to the appropriate tax authorities to GIL/DST.
- 32.6. 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.

33. SERVICE TERMS

- 33.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 33.2. It is mandatory for Bidder to deploy qualified professional to provide the required services as defined under scope of work.
- 33.3. The Bidder has to submit regular schedule of technical man power availability & get it approved by GoG/, before deployment.
- 33.4. The Bidder needs to manage & maintain various records related to the services extended to the Government.
- 33.5. If required, the Bidder may need to coordinate and approach various agencies working for GSDC.
- 33.6. The Bidder needs to maintain the required security of the network as per the DIT/GoG Security guidelines.
- 33.7. 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/.
- 33.8. The Bidder need to make its own arrangement for establishing outside/field communication. GoG will not provide any external / outgoing facility to another network.
- 33.9. Bidder shall submit details of various reports generated by NMS for e.g. availability, downtime, usage, fault & rectification, BER etc.

34. TERMINATION OF SERVICE

- 34.1. **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: -
- 34.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 34.1.2. In case GoG finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 - 34.1.3. 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.
 - 34.1.4. In case the bidder fails to provide services at the minimum agreed service level continually for 2 quarters;
- 34.2. **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.
- 34.3. 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.
- 34.4. 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.
- 34.5. 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 endeavour to remedy the default which gave rise to the commencement of such notice period.
- 34.6. 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.

35. 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.

36. 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

37. CONFIDENTIALITY

- 37.1. 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.

- 37.2. 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:
- 37.2.1. 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;
 - 37.2.2. published or available to the general public otherwise than through a breach of Confidentiality; or
 - 37.2.3. 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
 - 37.2.4. Developed independently by the selected agency.
- 37.3. 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.
- 37.4. 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.
- 37.5. **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.**
- 37.6. **Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. DST/GIL and selected agency.**

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

- 38.1. Bidder shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of FAT for all equipment's.
- 38.2. Bidder shall obtain the 5-year product warranty and 5 year onsite free service warranty from OEM on all licensed software, computer hardware, peripherals, networking equipment and other equipment for providing warranty support.
- 38.3. 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.
- 38.4. 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.
- 38.5. 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.
- 38.6. 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.
- 38.7. 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 bidders notice.

- 38.8. The bidder shall as far as possible repair/ replace the equipment at site.
- 38.9. 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.
- 38.10. 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.
- 38.11. Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- 38.12. Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- 38.13. 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.
- 38.14. 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).
- 38.15. Bidder shall develop and maintain an inventory database to include the registered hardware warranties.

SECTION: 7
PRICE BID

Section-7: PRICE BID

Table 1:

(Amount in Rs)

S/ N	Item	UoM	Qty	Make & Model	Unit Price with 5 years Warranty without Taxes	Total Price (without Taxes)	Rate of VAT/ Service Tax (%)
A	B		C	D	E	F=E*C	G
Schedule-I							
1.	Cloud Management Solution ▪ Inclusive of all the required hardware like (Server, Switch, LIU, etc.), Software (Virtualisation, Cloud Management Software, Server Management Software, etc.) 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	Nos	1				
2.	42 U Network Rack As per Technical specifications including all applicable Cables and Accessories, Installation & Commissioning	Nos	3				
3.	42 U Server Rack As per Technical specifications including all applicable Cables and Accessories, Installation & Commissioning	Nos	17				
4.	Firewall As per Technical specifications including all applicable Cables and Accessories, Installation & Commissioning	Nos	2				
Total (Schedule-I)							
Schedule-II							
5.	Operations and Maintenance for 6 months	Nos	1				
Schedule-III							
6.	Charges for providing onsite dedicated Manpower for 1 Year	Nos	1				
Grand Total (Schedule I + II + III)							

Table 2: AMC/Warranty and OEM Support

5 Years AMC/warranty and Back to Back OEM support for the entire Infrastructure (hardware & Software) procured through this RFP document.

NPV tabulation for AMC/Warranty and OEM Support			
Year	Yearly Charges (in Rs. Without tax)	Discount Rate	NPV of Yearly charges (in Rs. without tax)
A	B	C	D = B / C
1st		1.09	
2nd		1.1881	
3rd		1.2950	
4th		1.4116	
5th		1.5389	
Grand Total AMC/ Warranty and OEM Support for 5 Years			

Note:

- The discount rate for calculation of NPV assumed @ 9%.
- For evaluation purpose, the NPV charges will be considered. However, the quoted AMC / Warranty charges will be considered at the time of issue of order.
- L1 will be the lowest sum total of **Grand total of Table 1 + Grand total of Table 2** without taxes.
- The bidder has to provide a detailed price BoM defining each and every line item, sub components along with its pricing quoted separately.

SECTION: 8

Annexure

Annexure A: Details of Existing GSDC Infrastructure

S/N	Module	Components
1.	Storage	EMC VMAX 200K
2.	SAN switch	Cisco 9513 Chassis based Core SAN switch
3.	LAN switch	Cisco Nexus 7018 series
4.	Core switch	Cisco 6513
5.	Security Devices	<ul style="list-style-type: none"> • IPS • Firewall • SIEM-Security Incident Event Management • Anti APT • End Point Antivirus • HIPS • E-mail Gateway • Content Filtering (Proxy) • WAF-Web Application Firewall • DB Firewall • Network Flow Forensics (NetQoS)
6.	Other Devices/Software Tools	<ul style="list-style-type: none"> • EMS Tool - CA • Link Load Balancer • Application Load Balancer • NTP Server • VTL-Virtual Tape Library & Tape Library • Backup Software (EMC Networker) • SCAN Wi-Fi • VC - Video Conference

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.

Date:

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **RFP NO.: GIL\DST\SDC_Cloud\2016-17 dated 21.02.2017 for Selection of Agency for Supply, Installation, Commissioning and Support of Cloud Enabled Infrastructure at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat** 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 90 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/10/2015/508/DMO dated 27.04.2016 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/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.

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

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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

FORM A: FINANCIAL CAPABILITIES

Turnover			Net Worth		
1 st Year	2 nd Year	3 rd Year	2013 –2014	2014 –2015	2015 –2016

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) against consultancy Services. Bidder shall upload documentary evidence.
3. Bidder should have a positive Net worth. In this regard bidder should upload a certificate in original from a chartered account.

FORM B: TECHNICAL CAPABILITIES

DETAILS OF PAST EXPERIENCE OF SIMILAR PROJECTS

S. No.	Client Name	Project Name	Nature of Assignment	Project Details (as per Eligibility Criteria)	Contact details
1					
2					
3					
4					
5					

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: Hardware Sizing with detailed BoQ & Part Code

Sr. No	Item Detail	Detailed BoQ	Part Code Details	Quantity
1				
2				

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

Form E: 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-1, 8th Floor,
Udhyog Bhavan, Gandhinagar.

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>>