

Bid Document



GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010 Phone No: 079 - 23256022

Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Central IT Infrastructure of eGujCop Project on behalf of Home Department, Government of Gujarat (Tender No. HWT240919584)

Pre-bid meeting: 03.10.2019 at 1600 hours

Last Date of Submission of Bid: 16.10.2019 up to 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 16.10.2019 up to 1500 hours

Date of Opening of Bids: 16.10.2019 on 1700 hours

Bid Processing Fee: Rs. 2,950/-



DISCLAIMER

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

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

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

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



Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Home Department, Government of Gujarat (herein after referred to as the Department) intend to invite bid for their requirement of Comprehensive Annual Maintenance Contract of Central IT Infrastructure of eGujCop Project.

The selected agency will have to provide the Comprehensive Annual Maintenance Contract for Central IT Infrastructure of eGujCop Project as per the scope defined in this bid for the contract period of two years.

Gujarat Informatics Limited, on behalf of Home Department, Gandhinagar has published this bid for "Selection of Agency for providing Comprehensive Annual Maintenance Contract of Central IT Infrastructure of eGujCop Project on behalf of Home Department, Government of Gujarat". GIL invites your bid for the same.

Proposal in the form of BID are requested for the items/services in complete accordance with the documents to be uploaded as per following guidelines.

Bidder shall submit their bids on https://www.gil.nprocure.com.

The bidder will have to submit Nonrefundable Bid Processing Fees of Rs. 2,950/- & Earnest Money Deposit (E.M.D.) of Rs. 90,000/- (Refundable) on or before date & hours of submission of bid in a sealed cover at GIL office with the heading "Bid processing Fees & EMD for E-tender no HWT240919584 for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Central IT Infrastructure of eGujCop Project on behalf of Home Department, Government of Gujarat."

- Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Limited" payable at Gandhinagar along with the covering letter.
- EMD as mentioned above, shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 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/10/2019/50/DMO dated 18.06.2019 (https://gil.gujarat.gov.in/grs/ FD GR EMD 10 2019 50 DMO dated 18 06 2019.pdf) 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 given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

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.



In addition to this bid, the following sections uploaded are part of Bid Documents.

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The summary of various activities with regard to this invitation of bids are listed in the table below:

1	Bid Reference Number	Tender No. HWT240919584
2	Date of Pre-Bid Meeting	03.10.2019 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	16.10.2019 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	16.10.2019 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 2,950/-
9	Earnest Money Deposit (E.M.D.)	Rs. 90,000/-
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.



SECTION I

Eligibility Criteria for the Bidder:

- 1. The bidder should have a total sum of turnover of Rs. 5 Crore (Minimum) of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In Case of Unaudited Balance sheet for the Financial year 18-19, provisional CA certificate is allowed. (Form no. E-1)
- 2. The bidder must have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT/CST/GST Registration / Valid Lease Agreement. (Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.
- **3.** Bidder must ensure that the CAMC / Warranty Extension support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments as per the service levels defined in RFP. (Form no. E-3)
- 4. The bidder must have at least 5 customer reference sites for providing AMC/Support Services of IT equipment's at Data Center/Server farm in India having Minimum order value of Rs. 10 Lacs each. Customer references & Work orders stating project value must be attached along with the bid. (Form no. E-4)
- 5. The bidder should have valid ISO 20000:2011 or latest certified for IT Service Management. (Form No. E-5)
- **6.** Bidder should not be blacklisted/debarred by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / affidavit mentioning that the Bidder is not blacklisted/debarred as per the clause should be submitted.

Note:

- **1.** All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.
- 2. 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, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.



SECTION II

Scope of Work

Scope of Work for CAMC of Central IT Infrastructure of eGujCop Project of Home Department:

The bidder will have to provide onsite support under Comprehensive Annual Maintenance Contract enabling smooth and uninterrupted operations of eGujCop Project of Home Department situated at following locations:

Primary Site: Gujarat State Data Center

Statistical Bureau Building, Near Police Bhavan,

Sector No. 18, Gandhinagar (Gujarat)

DR Site: NIC Data Center

A Block, BRKR Bhavan, Tank Bund Road,

Hyderabad - 500 063

Bidder should be capable to provide Comprehensive Annual Maintenance Contract with required spares for the equipments mentioned in the RFP. If bidder is not capable to provide the AMC of the equipments, then it has to take the back to back warranty & spare support assurance from the respective OEMs before start of the AMC. The bidder will have to provide support services with required spares as a part of CAMC.

The said Central IT Infrastructure of eGujCop Project to be covered under CAMC were procured by Home Department, Government of Gujarat during May-June 2013 with initial OEM onsite warranty of 5 years which was expired on 31.03.2019 considering the installation date.

Following Components of Central IT Infrastructure of eGujCop Project of Home Department, Government of Gujarat will be covered under CAMC

1 Portal Application Server 1 2 LDAP Server - 2 (Dash Board) 3 Server for Antivirus Solution 4 Executive Scorecard Server 5 Load Runner Server	1	0	HP DL 580 G6			
Server 1 LDAP Server - 2 (Dash Board) Server for Antivirus Solution Executive Scorecard Server Load Runner		0	HD DI 590 G6			
2 (Dash Board) 3 Server for Antivirus Solution 4 Executive Scorecard Server 5 Load Runner	1		11F DL 360 G0	CN724202GQ	NA	
Antivirus Solution Executive Scorecard Server Load Runner		0	HP DL 180 G6	SGH242E2A1	NA	
4 Scorecard Server Load Runner	1	0	HP DL 180 G6	SGH242E2AE	NA	
5	1	0	HP DL 360 P Gen 8	SGH3384AHF	NA	
Jei vei	1	0	HP DL 360 P Gen 8	SGH34997AP	NA	
6 Quality Check Server	1	0	HP DL 360 P Gen 8	SGH34997AN	NA	
Dependency & 7 Discovery Management	0	1	HP DL 360 P Gen 8	NA	SGH34997AR	
(ii) Network & Security Dev	vices					
8 L2 Switch		0	HP A5120-24G SI	CN27BZ01BQ	NA	
9 L2 Switch	2	0	JE074A	CN27BZ016K	NA NA	

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10	L3 Core Switch	1	1	HP A5500-48G- PoE+ EI JG240A	CN20F620D2	CN37F620M8
11	Firewall	0	1	Fortinet FG 3040B	NA	FG3K0B3l12700528
12	IP KVM Switch	1	1	Aten KH1516Ai	A1CC6195C3Y0005	A1D40016C4S0040
13	LCD KVM CONSOLE - KEYBOARD DRAWER	1	1	Aten CL5716M	Z8CA7057F4N0049	Z8CB3011F4F0025

However, interesting agency may visit the site in consultation with Home Department for more clarity regarding the equipments to be covered under CAMC as per the scope defined in this bid before submitting their proposal under this bid.

Responsibilities of Successful bidder

The successful bidder will have to provide following services to Home Department for the maintenance of the Equipments under this CAMC contract:

These are critical equipments and are installed GSDC, Gandhinagar (Primary Site) and NIC, Hyderabad (DR Site). Successful bidder's personnel will have to coordinate with various OEM/suppliers for the maintenance purpose.

Successful bidder will be responsible for the following activities enabling smooth and uninterrupted operations:

- Responsible for providing Comprehensive AMC at site for the equipments mentioned in the RFP.
- Vendor Co-ordination for various Infrastructure components.
- Proactive and reactive maintenance, repair and replacement of defective components related to the
 equipments to be covered in this RFP. The cost of repair and replacement shall be borne by the selected
 bidder.
- The bidder should ensure for the necessary spare component will be available for the duration of contract period.
- In case of failure of any component bidder has to repair or replace faulty component free of cost.
- In case if repair is not possible and product End of Life then replace it with latest compatible product with similar or higher configuration with prior approval of department.
- Contract includes **onsite** technical support for all items mentioned above in this RFP.
- During the term of the agreement the bidder agrees to maintain the equipments in good working order.
- The bidder shall provide repair and maintenance service, in response to oral including telephonic notice
 by the office and such services should be available for all working days. However, due to any reason if
 the office will remain open on any public holiday then the bidder has to provide service on the request
 of the office.
- Qualified maintenance engineer totally familiar with the equipment shall perform all repair and maintenance service described herein.
- CAMC Contract duration including CAMC obligations will be counted and start from the date of issue of the order under this RFP.



SECTION III

General Terms & Conditions:

- 1. The last date of submission of bid on the website https://gil.nprocure.com is 16.10.2019 up to 1500 Hrs. No physical bids will be accepted under normal circumstances. However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2. The bid is non-transferable.
- 3. The details of Equipments for which bidder has to quote for Comprehensive Annual Maintenance Contract (CAMC) are provided in Section II. Bidder shall make provision for all the required spares for providing onsite CAMC Support.
- **4.** The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 5. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- **6.** The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 7. In order to allow prospective bidders reasonable time to take into consideration, while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 8. Amendment of Bidding Documents (Corrigendum)
 - **8.1.** At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - **8.2.** The corrigendum will be published on website https://gil.nprocure.com & www.gil.gujarat.gov.in.
 - **8.3.** In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- **9.** Bid Currency Prices shall be quoted in Indian Rupees only. Payment for the services as specified in the agreement shall be made in Indian Rupees only.
- 10. The bidder will have to submit Nonrefundable Bid Processing Fees of Rs. 2,950/- & Earnest Money Deposit (E.M.D.) of Rs. 90,000/- (Rupees Ninety Thousand Only) (Refundable) on or before date & hours of submission of bid in a sealed cover at GIL office with the heading "Bid processing Fees & EMD for E-tender no HWT240919584 for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Central IT Infrastructure of eGujCop Project on behalf of Home Department, Government of Gujarat."
 - Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd."
 payable at Gandhinagar along with the covering letter.
 - EMD as mentioned above, shall be submitted in the form of Demand Draft <u>OR</u> in the form of an unconditional Bank Guarantee (which should be valid for 9 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/10/2019/50/DMO dated 18.06.2019 (https://gil.gujarat.gov.in/grs/ FD_GR_EMD_10_ 2019_50_ DMO_dated_18_06_2019.pdf) 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 given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

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Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before the last date and time for bid submission for this bid may lead to the rejection of the bid.

- **11.** In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
- **12.** Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
- 13. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 14. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order for the duration of contract period + extra 3 months from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith.
- **15.** Successful bidders will have to sign the Comprehensive AMC contract for **2 Years** upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). However, Department will review the performance of the successful bidder after 2 year and decide to extend the AMC contract for further period of 1 Year or 2 Year on same rate and same terms & conditions of last contract rates. Department will have right to terminate the contract if the performance is found not satisfactory.
- **16.** The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as mention in this document.
- **17.** The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.

18. Termination for Default:

Department / GoG may, without prejudice to any other remedy for breach of contract, by prior written notice of 30 days for default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:

- a. If the Bidder, in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - "Corrupt practice": means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.
 - "fraudulent practice": A misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the purchaser of the benefits of free and open competition;
- b. If the bidder does not start performing the contract within stipulated time period.

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- If the bidder stop performing the contract or withdraw the activity to perform the contract
- d. If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part.
- e. If the bidder do not follow the written instructions given by the department.
- f. If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the department.
- g. In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.
- **19.** In case of any disputes, Arbitration should be held at Gandhinagar Jurisdiction as per Arbitration Act 1996 & its 2015 or latest Amendments.
- **20.** 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.
- **21.** Price shall be inclusive of all freight, forwarding, transit insurance, reinstallation and maintenance charges.
- **22.** Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
- 23. Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 24. Modification and Withdrawal of Bids
 - **24.1.** The Bidder may modify or withdraw its bid before the due date of bid submission.
 - **24.2.** No bid will be allowed to be modified subsequent to the final submission of bids.
 - **24.3.** No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 25. Bids will be opened with the buyer's private digital key in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
- **26.** The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- **27. Evaluation of the Bids:** After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax and then called for further negotiations, if required.
- **28.** The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates.
- 29. In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.



- **30.** Bid validity will be of **180** days after the date of financial bid opening. A bid valid for shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- **31.** Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.

32. CAMC Support Services to be provided by Successful Vendor

32.1. Support Services Terms

- a) If the parts required for the problem resolution are not available then bidder has to provide a compatible higher version of the same OEM/Equivalent brand, within committed resolution time, without any additional cost to purchaser.
- b) Comprehensive onsite maintenance support would have to be provided on all covered equipment for the defined coverage period.
- c) Successful bidder will provide centralized helpdesk contact number to log a complaint.
- d) Successful bidder is also responsible to submit quarterly report on complaint logged (if any) along with its resolution time.

32.2. Hardware Support Services

- a) Remote Problem Diagnosis and support through electronic remote support tools to isolate any system problem and facilitate resolution.
- b) Onsite Hardware Support for critical issues that cannot be resolved remotely. An engineer would have to be sent to our site to return our covered hardware to operational condition, repairing or replacing components or entire units as necessary without any additional cost to the Department. Our coverage includes all required parts and materials.
- c) The maximum response time to attend any onsite call should not exceed 4 hours from our initial call to the Response Center;
- d) Successful vendor will deliver 24-hour Repair-Time Commitment, to correcting hardware malfunctions & resolution of the issue/problem. This will have to be done within 24 hours from our initial call to the Response Center;
- e) Support services should be available 24 x 7 x 365, including all holidays.
- f) To provide an established Escalation Matrix to end users.
- **32.3.** The bidder shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, the bidder shall provide a suitable replacement as Standby arrangement so that the work is not hampered. The packing / unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the bidder. In case if the bidder is not in the position to repair the original equipment, then the bidder has to provide the functionally equivalent equipment without any additional cost to the Department.
- **32.4.** In case if the bidder is not able to repair the original equipment, the bidder shall supply the new substitute of same specifications or of higher specifications the original OEM, with prior approval of the purchaser. In case, if the purchaser found the substitute of lower quality or cheaper substitute than the difference between the provided product and the originally used has to be paid by the bidder.
- **32.5.** Successful bidder has to co-ordinate with Home Department for providing CAMC services.
- **32.6.** Bidder has to ensure back lining / back to back CAMC Support services from respective OEMs & the same shall be ensured at the time of making the payment to the successful bidder. Successful bidder will have to meet the Scope of Work as per Bid Document.
- **32.7.** Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.

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- **32.8.** Any worn or defective parts/equipment withdrawn from the equipment and replaced by the bidder shall become the property of the bidder; and the parts/equipment replacing the withdrawn parts/equipment shall become the property of the department.
- **32.9.** The bidder's maintenance personnel shall be given access to the equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- **32.10.** The equipment shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice. However, if purchaser/department desire to shift any equipment to a new site and install it thereat urgently, the bidder shall be informed accordingly. The purchaser/department shall bear the charges for such shifting and reinstallation and the bidder shall provide necessary assistance to the purchaser in doing so. This Agreement, after such shifting and reinstallation, would continue to be binding on the both the parties i.e. successful bidder and the purchaser/department.
- **32.11.** The purchaser/department shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, and dust to within the acceptable limits required for equipment similar to that covered by this Agreement.
- **32.12.** No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.

33. Comprehensive Annual Maintenance Contract (CAMC) Support

- **33.1.** Comprehensive onsite AMC Support shall be provided by the bidder.
- **33.2.** Bidder shall keep adequate provision for spares for providing CAMC Support services. Successful bidder will have to keep the spares at their premises ensuring the SLA as defined in the RFP.
- **33.3.** Maintenance service: Free maintenance services shall be provided by the Bidder during the period of CAMC Support contract.
- **33.4.** In case, bidder is not providing satisfactory support & doing unwarranted delay in providing CAMC support, Government offices reserves right to repair the equipment at risk & cost to the bidder.
- **33.5.** The Bidder will be required to co-ordinate with software vendor and / or do liasioning with other service provider to achieve the end-to-end connectivity. This also includes Server OS configuration with respect to LAN/WAN technologies implementation. The Successful Bidder will have to co-ordinate with other vendors like Application Developer or other agency who deals with eGujCop Infrastructure at GSDC & DR Site at NIC, Hyderabad where hardware is installed. For this, vendor is not needed to visit Hyderabad.

34. Penalty Clause

- **34.1.** If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 2,000/- per day after 24 hrs lapse from call logging (applicable for each call), would be charged. Maximum penalty during each year would be 10% of Annual CAMC contract value.
- **34.2.** The penalty, if any, would be deducted from the subsequent payment bills.
- **35. Payment:** Payment for Goods and Services shall be made by Department in Indian Rupees as follows:
 - **35.1.** No advance payment will be made.
 - **35.2.** Payment would be made in after completion of each quarter (for equally divided amount among 8 quarters i.e. Total price for 2 years of CAMC (without tax) / 8 (eight) + applicable Taxes at the time of invoice submission) on submission of Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.
 - **35.3.** Successful bidder should raise payment invoices after the end of each quarter along with the supporting documents.



- **36.** GoG / GIL's Right to accept any Bid and to reject any or all Bids GoG / GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- **37. Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- **38.** All correction/addition/deletion shall require authorized countersign.
- 39. Force Majeure Shall mean and be limited to the following:
 - a) Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;
 - b) War / hostilities, revolution, acts of public enemies, blockage or embargo;
 - Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
 - d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or:
 - e) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
 - f) Any other circumstances beyond the control of the party affected;
 The BIDDER shall intimate department by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order. Service delivery period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & reinstallation or completion of work. Purchaser / GoG shall not be liable to pay extra costs under any circumstances.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed deliverables, as stated elsewhere.

It will be prerogative of Purchaser / GoG to take the decision on force major conditions and Purchaser decision will be binding to the bidder.

40. The Clarifications must be submitted in writing to GIL at least 1 days before the pre-bid meeting date.

Thereafter the clarifications received from the bidders will not be entertained.

Your bid should be submitted online through website https://gil.nprocure.com on or before **1500 Hours**, **16.10.2019**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **16.10.2019** at **1700** Hours at GIL, Block No. **2**, **2**nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

Vivek Upadhyay, DGM (Tech.), Gujarat Informatics Limited,

Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010 Phone No. 079-232 59239, 59227

E-mail: viveku@gujarat.gov.in, krunals@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.



SECTION IV

FINANCIAL BID FORMAT

Amount in INR

Sr. No.	Item Description	Total Price for 2 Years CAMC (Without tax)	Rate of GST (%)
Α	В	С	D
1	Total CAMC Charges for Central IT Infrastructure of eGujCop Project as specified in RFP (Annexure-B)		
	GRAND TOTAL		

Note:

- ➤ L1 will be the lowest sum total of rates for 2 Year CAMC without tax.
- ➤ The Bidder shall explicitly mention the applicable rate of tax.
- > OEM Authorization is **not required** to quote this bid.
- ➤ Kindly refer Section II for further details of above-mentioned items of eGujCop Project.
- ➤ Bidder will have to upload the scanned copy for the price quoted for CAMC of each item as per the format Annexure B on their letterhead with authorized signed and stamped. Bidder will have to upload the same in financial stage only.



SECTION V

Annexure

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	ltem	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

ELIGIBILITY CRITERIA

Form No. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
2016-17		
2017-18		
2018-19		
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account or CA certificate confirming the same for the last three financial years.

Form No. E2: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E3: CAMC / warranty support & service up to delivery locations

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				

Note: Please fill this form and upload the supporting documents.

Form No. E4: Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of work	No. of Servers	Type of Supporting Document attached
1						

Note: Please fill this form and submit the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form no. E5: ISO 20000 Certification for IT Services Management

Sr. No.	Services	Name of Bidder	ISO certification valid up to	ISO certification uploaded? (Yes/No)
1				



SECTION VI

Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs. 100/- du	ly attested by the Fi	rst class Magistrate/	Notary Public)
		Date:	
To, DGM (Tech.) Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010			
Subject: Compliance with the tender terms and c	conditions, specificat	ions and Eligibility C	riteria
Ref: Bid for Selection of Agency for providing Co Infrastructure of eGujCop Project on behal no. HWT240919584)	•		
Dear Sir,			
With reference to above referred tender, I, u << Designation of Signatory>>, is authorized to give	•	•	•
We wish to inform you that we have read and un of the above mentioned bid submitted by us on D		cal specification and	total requirement
We hereby confirm that all our quoted items/secompliant with specifications mentioned in the bid		ed the requirement a	and are absolutely
We also explicitly understand that all quoted ite such technical specification overrides the brochuin brochures.			
In case of breach of any tender terms and condit specified as mentioned above, the decision of GIL us.			•
The Information provided in our submitted bid is to be false or incorrect, you have right to reject PBG/cancel the award of contract. In this event, G	ct our bid at any st	age including forfei	ture of our EMD/
Thanking you,			
D	ated this	day of	_YYYY
Si	ignature:		
(I	n the Capacity of) :		
D	uly authorized to sig	n bid for and on beh	аіт от

Note: This form should be signed by authorized signatory of bidder



GUJARAT INFORMATICS LIMITED BLOCK NO. 2, 2nd FLOOR, KARMAYOGI BHAVAN, SECTOR-10 A, GANDHINAGAR

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:	Bank Guarantee No.
	Date:
То,	
DGM (Technical)	
Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan,	
Sector-10A, Gandhinagar 382 010	
Gujarat, India	
Whereas (here in bid dated in response to the Bid for Selection of Maintenance Contract of Central IT Infrastructure of eGujCo Government of Gujarat KNOW ALL MEN by these presents that having our register (hereinafter called "the Bank") are bound unto for the bound unto for which payment well and truly to be made to itself, its successors and assigns by these presents. Sealed with formally of	Agency for providing Comprehensive Annual op Project on behalf of Home Department, WE red office at the Gujarat Informatics Limited in the sum of Gujarat Informatics Limited, the Bank binds

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 9 months 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 & Brand Its official Address	ch &		

Approved Banks: 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/10/2019/50/DMO dated 18.06.2019 (https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_ 2019_50_ DMO_dated_18_06_2019.pdf) issued by Finance Department or further instruction issued by Finance department time to time.



SECTION VII

Performa of Contract-cum-Equipment 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/Ind (hereinafter referred to as the OWNER/PURCHASER which export meaning thereof include successors, administrators	and assigns) having awarded to M/s
The Bank undertakes not to revoke this guarantee during in OWNER/PURCHASER and further agrees that the guarant enforceable till the OWNER/PURCHASER discharges this guarantee fullest liberty without affecting in any way the liability of the Bank and the time for perferences by the CELLER of the	tee herein contained shall continue to be trantee. OWNER/PURCHASER shall have the ank under this guarantee from time to time to

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.

· .	•		•	in force up to and including
and	shall be extend	led from time to t	ime for such period	I as may be desired by the
SELLER on whose behalf t				
Dated at	on this	day of	YYYY.	
Signed and delivered by	-			
For & on Behalf of	-			
Name of the Bank & Bran Its official Address	nch &			
List of approved Banks				

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 18.06.2019 (https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_ 2019_50_ DMO_dated_18_06_2019.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

GIL GUJARAT INFORMATICS LIMITED

GUJARAT INFORMATICS LIMITED BLOCK NO. 2, 2nd FLOOR, KARMAYOGI BHAVAN, SECTOR-10 A, GANDHINAGAR

CONTRACT FORM

THIS	AGREEMEN	NT made the day of, YYYY Between (Name of purchaser) of (Country of
 Purch	<i>aser)</i> hereii	nafter "the Purchaser" of the one part and
		r) of (City and Country of Supplier) hereinafter called "the
	ier" of the o REAS the	ther part: Purchaser is desirous that certain Goods and ancillary services viz., (Brief
servic	es in the su igures) here	ods and Services) and has accepted a bid by the Supplier for the supply of those goods and
NOW	THIS AGREE	MENT WITHNESSETH AS FOLLOWS:
1		Agreement words and expressions shall have the same meanings as are respectively ed to them in the Conditions of Contract referred to.
2		llowing documents shall be deemed to form and be read and construed as part of this ment, viz.:
	2.1	the Bid Form and the Price Schedule submitted by the Bidder;
	2.2	terms and conditions of the bid
	2.3	the Purchaser's Notification of Award
3	mentio	sideration of the payments to be made by the Purchaser to the Supplier as hereinafter oned, the Supplier hereby covenants with the Purchaser to provide the goods and services remedy defects therein in conformity in all respects with the provisions of the Contract.
4	goods may b	urchaser hereby covenants to pay the Supplier in consideration of the provision of the and services and the remedying of defects therein, the Contract Price or such other sum as ecome payable under the provisions of the Contract at the times and in the manner ibed by the Contract.
5		ulars of the goods and services which shall be supplied / provided by the Supplier are as d in the enclosed annexure:
TOTA	L VALUE:	
DELIV	ERY SCHEDU	JLE:
		eof the parties hereto have caused this Agreement to be executed in accordance with their ne day and year first above written.
Signe	d, Sealed an	d Delivered by the
Said _		(For the Purchaser)
In the	presence o	f
Signe	d, Sealed an	d Delivered by the
Said		(For the Supplier)
		f



LCD KVM CONSOLE -

KEYBOARD DRAWER

GUJARAT INFORMATICS LIMITED BLOCK NO. 2, 2nd FLOOR, KARMAYOGI BHAVAN, SECTOR-10 A, GANDHINAGAR

Annexure B

Details of Central IT Infrastructure of eGujCop Project

					Amount in INR
Prim	ary Site: Gujarat State Dat				
		Building, Near Police Bh ndhinagar (Gujarat)	navan,		
Sr. No.	Item	Make & Model	Device Serial Number	1 st Year CAMC Charges (Without Tax)	2 nd Year CAMO Charges (Without Tax)
Α	В	С	D	E	F
1	Portal Application Server 1	HP DL 580 G6	CN724202GQ		
2	LDAP Server - 2 (Dash Board)	HP DL 180 G6	SGH242E2A1		
3	Server for Antivirus Solution	HP DL 180 G6	SGH242E2AE		
4	Executive Scorecard Server	HP DL 360 P Gen 8	SGH3384AHF		
5	Load Runner Server	HP DL 360 P Gen 8	SGH34997AP		
6	Quality Check Server	HP DL 360 P Gen 8	SGH34997AN		
7	L2 Switch	HP A5120-24G SI JE074A	CN27BZ01BQ		
8	LL SWITCH		CN27BZ016K		
9	L3 Core Switch	HP A5500-48G-PoE+ EI JG240A	CN20F620D2		
10	IP KVM Switch	Aten KH1516Ai	A1CC6195C3Y0005		
11	LCD KVM CONSOLE – KEYBOARD DRAWER	Aten CL5716M	Z8CA7057F4N0049		
DR S					
	A Block, BRKR Bha Hyderabad - 500 (avan, Tank Bund Road,			
_	nyuerabau - 500 (003		1 st Year CAMC	2 nd Year CAMO
Sr. No.	Item	Make & Model	Device Serial Number	Charges (Without Tax)	Charges (Without Tax)
Α	В	С	D	E	F
1	Dependency & Discovery Management	HP DL 360 P Gen 8	SGH34997AR		
2	L3 Core Switch	HP A5500-48G-PoE+ EI JG240A	CN37F620M8		
3	Firewall	Fortinet FG 3040B	FG3K0B3I12700528		
4	IP KVM Switch	Aten KH1516Ai	A1CC6195C3Y0005		

*****END*****

Total Price for 2 Years CAMC (In Rs. Without tax)

Z8CA7057F4N0049

Total (In Rs. Without tax)

Aten CL5716M